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TWENTY-SECOND ANNUAL REPORT
OF THE
INTERSTATE COMMERCE
COMMISSION

DECEMBER 24, 1908

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WASHINGTON
GOVERNMENT PRINTING OFFICE
1909

THE INTERSTATE COMMERCE COMMISSION.

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REPORT

OF THE

INTERSTATE COMMERCE COMMISSION.

WASHINGTON D. C., December 24, 1908.

To the Senate and House of Representatives:

The Interstate Commerce Commission has the honor to submit its twenty-second annual report for the consideration of the Congress.

The temporary financial depression from which the country is now emerging resulted in the diminution of railway revenues considerably below the high point reached in 1907, the banner year in American railroad history in respect of gross and net earnings, as well as volume of traffic. It can not be questioned that, in several instances, the necessity for placing railroad properties in the hands of receivers was wholly or partially due to the serious and unexpected decrease in earnings. The volume of railroad traffic quickly reflects the business condition of the country, and it is natural, therefore, that lines serving, for the most part, the great manufacturing regions should have suffered more severely than those serving agricultural communities. In view, however, of widely circulated reports that the loss inflicted upon the railroads was so severe as to warrant universal advances in rates or reduction in wages, or both, it is interesting to compare the revenues for the fiscal year ending June, 1908, with those for several previous years, which, although below the level of 1907, were at the time considered highly satisfactory in respect of revenues and volume of traffic. The recent change in accounting methods may affect to some extent the accuracy of these comparisons; the expense account for 1908, having been kept in accordance with our rules, includes as a matter of accounting a charge for depreciation, although the amount so charged has not in all cases been actually expended, but it is believed that the variations due to that cause would not materially alter the general result. From a summary of the monthly reports to the Commission for 1908, it appears that the gross earnings of all railroads for that year (\$2,424,640,637) are \$164,464,941 less than the gross earnings for 1907, yet the 1908 earnings are \$98,875,470 in excess of the earnings for 1906, and \$342,158,231 in excess of those for 1905, while the gross earnings per mile for

1908, although \$734 less than for 1907, are \$189 and \$1,051 greater than the gross earnings for 1906 and 1905, respectively. By subtracting operating expenses from gross earnings, it appears that the net earnings for 1908 were \$111,051,006 less than for 1907, and \$59,349,138 less than for 1906, but were \$37,658,504 in excess of those for 1905, and that the net earnings per mile for 1908 were \$492 less than in 1907, \$344 less than in 1906, but \$15 more than in 1905. Taxes are not included in operating expenses, and therefore, in each of the years named, the actual net revenue would be less than the figures given by the amount of taxes. These figures indicate that, whatever may have been the fact in individual cases, the railroads of the country as a whole did not suffer so severely, in comparison with years of normal traffic and business conditions, as may have generally been supposed.

In this connection it may be pertinent to observe that although continuing business depression, resulting in such decrease of net earnings as to eliminate a reasonable return upon the investment, might be a good defense to an action seeking a general reduction in rates, it could not be held to justify the maintenance of particular rates which are unreasonable in themselves or unduly discriminatory, since the right to equal treatment at reasonable rates does not depend upon the financial condition of the carrier. Railroad traffic appears now to be rapidly approaching the normal level of the past few years, and this should be peculiarly gratifying to the public as a reliable assurance of the general business prosperity of the country.

OPERATING DIVISION.

Since our last annual report to the Congress, 5,194 complaints have been filed with the Commission for consideration and action. This number includes both formal and informal complaints, as well as proceedings and investigations instituted by the Commission upon its own motion. The number of formal cases and investigations instituted during the year was 554, relating directly to the rates and practices of 3,080 defendants. This shows an increase of $33\frac{1}{2}$ per cent over the previous year, as the number of such complaints filed in 1907 was 415, relating directly to the rates and practices of 2,236 defendants. A detailed statement of the formal complaints docketed during the year, with a brief reference to the provisions of law claimed to be violated, will be found in Appendix C of this report. In addition to these complaints, 282 petitions for reparation have been filed and served on 1,737 defendants as a result of decisions by the Commission; but these petitions have no reference to numerous applications filed by the carriers for authority to refund in special cases.

The work in the operating division has increased over the preceding year to a marked degree. In 1907, when 415 formal complaints were filed, it required in the service of complaints and assignment of cases for hearing the preparation of 15,000 notices and letters, while during the present year, without including the general correspondence, more than 25,000 registered letters and notices were prepared and mailed. In addition to this more than 3,000 answers and other pleadings were filed, all of which required examination, correspondence, and entering on the dockets of the Commission.

HEARINGS AND INVESTIGATIONS.

Five hundred and seventy-three hearings and investigations of alleged violations of the act to regulate commerce, including one investigation under joint resolution of the Congress, have been had at general sessions of the Commission at its office in Washington and at special sessions held at various places throughout the country, at which more than 67,000 pages of testimony were taken, or something over 134,000 folios.

In the matter of informal complaints a much greater increase is found than in the number of formal complaints presented. During the present year 4,640 informal complaints were filed with the Commission in which correspondence has been had with the carriers, resulting in the adjustment of 3,515 of these complaints; 37 were transferred to the formal complaint docket, leaving 1,288 unadjusted in which further correspondence is necessary. During the previous year 4,382 complaints of this character were filed. This number, however, embraced all informal complaints, 2,276 of which were taken up with the carriers; while in the balance, because of lack of jurisdiction or the fact that the complaint was not well founded, and similar reasons, no such action was necessary. Approximately the same number of these complaints were received and considered by the Commission as those taken up with the carriers, so that it will therefore be seen that the number of informal complaints shows an increase over last year of more than 100 per cent. Many of these complaints are important and allege violations of every phase of the law, such as overcharges, excessive rates, discrimination, reconsignment rules, demurrage rules, validation of tickets, train service, car shortage, undercharge, Pullman rates, embargo, etc. The Commission seeks to avoid the filing of a formal complaint when there is any probability of arriving at an amicable adjustment by correspondence. In many instances this correspondence is quite voluminous, yet very frequently the necessity of presenting the grievance in a formal petition is obviated, and every indication points to a constant increase in this method of adjustment. In order to handle these

informal complaints it is necessary to consult the tariffs of the carriers which are on file with the Commission and it is essential that they be readily accessible.

A large increase is also manifested in the amount of correspondence sent out from the Operating Division in answer to letters received and other correspondence pertaining to contested cases, safety-appliance matters, hours-of-service law, cases pending in courts, and other general matters, the increase being $55\frac{1}{2}$ per cent over the preceding year. In 1907, 66,070 such letters were prepared and mailed, while in 1908 the total was 102,759. During the year 1907 there were 66,933 letters received by the Commission, while in the year 1908 the aggregate was 104,034, an increase of 55.43 per cent. A considerable number of these letters call for the Commission's view of the law, and result in administrative rulings. These rulings are promulgated from time to time in circular form, and are distributed to interested persons. Other inquiries are answered by individual Commissioners as informal rulings which were authorized or approved by the Commission in conference. In addition, numerous letters receive attention by the members of the Commission in answer to particular inquiries. The expressions of opinion in these letters were intended and are believed to be in harmony with those previously announced in reports and rulings.

It is a matter of satisfaction to be able to state that the Commission is practically abreast of its work; that all complaints, whether formal or informal, are disposed of with such delay only as is inherent in the nature of the particular case, and that their determination is not seriously delayed by inability of the Commission to discharge with promptness the duties devolving upon it. It is true that several important cases have been held for some time by the Commission, but this has been due in large part to its desire to proceed with deliberation in cases which involve fundamental rate changes or large reductions in revenue, and not only to study the present situation thoroughly, but also to have its judgment informed by further observation of present rates and their effect upon both shippers and carriers. It is certainly worthy of note that the cases coming before this Commission, arising as they do in all parts of an immense territory and assigned for hearing in all sections of the United States, are filed, heard, and determined with reasonable dispatch. For a time after the passage of the Hepburn law this was not always possible, for the reason that it required much effort to perfect the organization necessary to handle promptly the increased business coming before the Commission, but at present all branches of the Commission's work are substantially up-to-date. By way of comparison it may be stated that the ordinary claims which come before the Commission are usually settled by it in from one-quarter to one-

half the time in which similar claims are settled by the claim departments of many railroad companies.

In addition to an effective working force, this result may be said to be due in large part to the unification and coordination of the several branches of the Commission's work. Within comparatively narrow limits the Commission has all the tariffs of interstate carriers and all their statistical reports. Practically every complaint, formal or informal, which comes before the Commission requires examination of tariff files and statistical reports of the carriers for the purpose of determining whether or not the complaints are well founded and accurately stated. With the present unification of these several branches of the work such reports are obtained in very short time. In fact, the information necessary to intelligent action by the Commission can frequently be obtained from a verbal interview with the head of the appropriate division, and in a great many instances no further research is necessary. In this connection it should be remembered that for the heads of its tariff and statistical divisions the Commission has chosen practical railroad men.

The work during the past year indicates what was naturally to be expected—that is, a large increase of informal complaints as compared with formal complaints—for it is obvious that as the larger questions of policy and of rate adjustment are determined in leading cases pending before the Commission the necessity for hearing other cases involving the same principles will decrease, and that most of such cases can be determined by correspondence between the Commission, the carriers, and the shippers, upon the basis of the principles announced in the more important decisions. Of course such settlement of cases necessitates their handling by employees who are skillful in that respect, and thoroughly familiar with the spirit as well as the letter of the principles decided. Moreover, it must be remembered that the Commission can seldom, if ever, decide a case merely upon the evidence presented to it. In this respect it is radically different from a court. The ordinary court determines only the rights of the parties before it, but every decision of the Commission involves the rights of parties who are not present. Any important readjustment of rates applies not only to the complainant but also to all shippers under those rates, and frequently, as a commercial necessity, to carriers who are not before the Commission in a particular case; and in addition to the evidence actually presented to the Commission, it must consider the effect of a ruling in any given case upon carriers, shippers, or localities who are not represented. It is obvious, therefore, that the determination of almost every case requires consideration of conditions, tariffs, and statistics which are not presented to the Commission, but which it must take notice of in order to faithfully perform its duty, and the proper expedition of the Commission's

work requires that these aids to the final determination of cases arising before it should be as easy of access as possible. It is, perhaps, not too much to say that not a single case arising before the Commission could be properly decided if the complainant, the railroad, or the Commission were bound by the rules of evidence applying to the introduction of testimony in courts.

DIVISION OF CLAIMS.

As stated in the Commission's last annual report, a division of claims has been established and is charged with the investigation of claims involving reparation by the carrier to the shipper on account of alleged overcharge due to the application of excessive and unreasonable rates, misrouting, etc., which may be settled on informal complaint and are adjustable under the rules promulgated by the Commission.

As a comparative statement of the increase in this branch of the work the following figures are submitted:

During the year ending November 30, 1907, informal reparation claims were authorized by the Commission in 561 cases, aggregating about \$104,700, while during the current year ending November 30, 1908, claims were allowed in 1,012 cases, aggregating about \$154,703.

During the previous year about 200 claims were denied, while during the current year 864 claims were rejected.

These figures indicate a very noticeable increase in the volume of work performed by the claims division in the interest of shippers and carriers, the awards of reparation ranging in amount from less than one dollar to many thousands of dollars. An important service is thus performed by the Commission to shippers throughout the country in the settlement of meritorious claims, involving comparatively small sums, where the claimants would not feel justified in devoting the time and incurring the expense incident to a formal hearing.

RESTRAINT OF RATE ADVANCES PENDING PROCEEDINGS BEFORE THE COMMISSION.

In our last annual report attention was called to the fact that this Commission had no authority to restrain an advance in rates or a change in rule or regulation which imposes an additional burden. Railways may establish whatever interstate rates they choose. No proceeding can be begun before this Commission until the schedule establishing the rate has been filed. The order of the Commission, when made, can not take effect in less than thirty days. If the investigation is to be one in reality as well as in name, if all parties are to be fully heard as they should be, several weeks, and usually several months, must elapse before a conclusion resulting in an order can be

reached. Meantime the rate established by the carrier remains in effect.

No carrier should be required to reduce its rates without a fair hearing; neither, in our opinion, should the public be required to pay advanced rates without opportunity for a fair hearing.

For some years carriers in Official Classification territory have prohibited by tariff regulation the consolidation at carload rates of shipments belonging to different individuals. The Commission has recently held that this rule is unlawful, and has directed those carriers to remove it from their tariffs. These carriers applied to the circuit court for an injunction suspending the order of the Commission during the pendency of suit to determine its lawfulness, and such injunction has been granted, thus holding in statu quo conditions as they have been until a final determination of the question.

Carriers in Southern and Western Classification territory have not in the past prohibited such consolidation, but transcontinental lines now file tariffs establishing January 1 this rule. The Commission is in receipt of earnest protest from shippers against such action. It is asserted that over 80,000 shippers are affected by it, and that business conditions will be seriously interfered with. There is every reason why that tariff should not take effect until the Supreme Court of the United States has passed upon the lawfulness of this regulation; and it ought not, in our opinion, to be left to the grace of the carriers themselves to say whether such postponement shall or shall not be granted.

Courts have in some instances interfered by injunction to prevent such advances, but their jurisdiction to do so is most vigorously combated by the railways. While this authority, if upheld, may prevent the exaction of unreasonable rates in some cases, its exercise must, in the nature of things, result in more or less confusion, and is quite likely to produce the very discriminations which the law is designed to prevent.

For example, carriers filed notice of an advance in rates on boots and shoes from New England to Atlanta. Certain shippers made application to the circuit court for an injunction prohibiting such advance, which was granted upon condition that the shippers immediately apply to the Commission for a ruling upon the reasonableness of the proposed advanced rates. Thereupon the carriers, understanding that they could not publish one rate and collect another, withdrew their schedules, leaving in effect the old rate. Since complaint can not be filed with this Commission against a rate which is not in effect, or at least which has not been duly published, it was impossible for the complainants to apply to the Commission. To meet this situation the court permitted a modification of its injunction so that carriers

were allowed to publish the advanced schedule, but were restrained from collecting it. At the present time these carriers have established one rate by their tariff and under order of court are collecting another.

It often happens that these tariffs are joint, being concurred in by connecting lines. The initial line is in one jurisdiction and the delivering line in another. In a suit brought to restrain an advance the court can only act upon the carrier within its jurisdiction. When a tariff has once been filed it can not be changed without the consent of all parties to it. It may happen, therefore, that the initial carrier is enjoined from charging the rate named in the published schedule, while the statute makes it incumbent upon the delivering carrier to collect that rate under severe penalty. If the shipment is prepaid, what through rate shall the initial line receive and what part of that rate can it retain? If the shipment moves collect, what rate shall the delivering line insist upon and what is its division of the total charge?

As was suggested in our previous report, these injunctions frequently run only in favor of the petitioners in the suit in which they are granted, and only in their favor upon the giving of a bond. It results, therefore, that carriers are collecting one rate of one shipper and a different rate of another shipper for the performance of the same service. It may be said that if the advanced rate is sustained the petitioner will be compelled to make up the balance of his payment under the bond, while if the advance is held unreasonable, the one who has paid it may recover reparation. But as a practical matter the smaller shipper who can not file the bond can not and does not continue in business under the higher rate.

It would be easy to multiply instances and illustrations showing the confusion and discrimination which now exist. We renew our recommendation of one year ago that this Commission be given authority to restrain the advance of a rate or the change of a rule, regulation, or practice pending proceedings before it to determine the reasonableness of the advance or the change, and we earnestly call attention to the necessity for immediate action.

RATE SCHEDULES AND APPLICATION OF RATES.

The work of requiring and the effort to reach definiteness, clearness, and simplicity and absence of conflicts and contradictions in the rate schedules of the carriers have been vigorously and persistently pursued, with the result that material and substantial progress has been made. In fact, more has been accomplished than appears on the surface, because much of the work so far done has of necessity been in the nature of laying a proper foundation.

No one not directly interested in or connected with this work can appreciate the chaotic condition of the carriers' tariffs at the time the amended act became effective. As a practical matter it was necessary to accept the tariffs then on file as the only ones under which business and transportation could continue, and to endeavor to work out as rapidly as possible such conditions as the law contemplates.

The code of regulations governing the construction of tariffs has, on the whole, been found practicable and efficient. Modifications or additions have been made as experiences have shown them to be necessary or justified. The underlying purpose is to maintain all of the substantive and important features of the spirit and letter of the law, and at the same time impose as little hardship, expense, or inconvenience as possible upon either carriers or their patrons.

Lax methods on part of carriers in years gone by resulted in the practical abandonment of many rate schedules and in adopting others in lieu thereof without properly canceling from the files of the Commission the schedules so discarded. The Commission's regulations require each carrier to provide an index of its tariffs, and a methodical check of such indexes against the files of the Commission has been undertaken. In this way the records and files of the carriers and of the Commission are being brought into harmony with each other, and thousands of old and obsolete tariffs, some of them dating as far back as 1887, have been and are being formally and lawfully canceled from the files of the Commission.

Every instance in which a tariff containing rates or rules that conflict with another tariff, or that are uncertain and ambiguous in their terms, is superseded by a tariff that is free from those features reduces the number of controversies between shippers and carriers involving the proper charge to be made for a service rendered. The Commission's regulations do not permit the use of indefinite or vague rules in rate schedules, and the Commission has required the elimination and abandonment of certain provisions which heretofore were freely and generally used, but which led to endless disputes and, in some instances, made it utterly impossible for even the most expert to determine definitely which was the lawful rate among two or more rates that might be claimed to apply or did in fact apply, but which were in conflict with each other.

Under former practices and the tariff conditions which grew up thereunder there were multitudes of instances in which overcharges were claimed by shippers and in which parts of the sums paid were subsequently refunded by carriers. Simplification and directness in the preparation of rate schedules and elimination of ambiguities and conflicts must operate to reduce the number of such instances. Manifestly, better understandings and more satisfactory conditions will

obtain when the correct charges are assessed and paid in the first instance, and when questions of overcharges, undercharges, and refunds occur but rarely, and then only because of clerical error.

The act authorizes the Commission to determine and prescribe the form in which the schedules required by the act shall be prepared and arranged. It requires that the Commission and the public shall be given statutory notice of changes in rate schedules. It authorizes the Commission, in its discretion, and for good cause shown, to allow changes upon less than statutory notice and to modify the requirements of the sixth section in respect to publishing, posting, and filing tariffs. The Commission has prescribed certain regulations as to the form in which rate schedules shall be prepared and arranged, and which govern the publishing, posting, and filing of such schedules, and in the enforcement of such regulations it exercises the right and authority to refuse to accept for filing rate schedules which, to an extent justifying that action, fail to fulfill the requirements of the law or of the regulations. While a careful scrutiny of all of the features of every rate schedule filed with the Commission is wholly impracticable, all schedules offered for filing are scrutinized as to certain features, and gradually more and more are being subjected to careful examination and criticism by the Commission. Minor faults are brought to the attention of the carriers in correspondence. It is confidently believed that as a result of this practice and of the work that has been done in laying the foundation for greatly improved rate schedules much more progress will be apparent in the future. It is gratifying to note that the Commission is now receiving assurances from many traffic officers of carriers that regulations which at first were thought oppressive and impracticable have proven to be wholly practicable and desirable, and it is frequently stated that even if the regulations were withdrawn practices established thereby would not be forsaken. The Commission has also received from shippers many expressions of commendation of its work in this line and gratification at the results thereof.

In a few instances the Commission has been obliged to resort to formal orders for the reissue of old schedules that were in exceptionally bad shape.

In the twelve months ended November 30, 1908, there were filed with the Commission 228,490 tariff publications, all containing changes in rates and rules governing transportation. A very extensive correspondence has been necessary in connection with this tariff work, which, it is hoped, will in the future become less voluminous.

Effective April 15, 1908, and in exact harmony with the decision of the Commission in the case of *Cosmopolitan Shipping Company v. Hamburg-American Packet Company et al.*, 13 I. C. C. Rep., 266, a regulation was promulgated by the Commission requiring that tariffs

applying on traffic exported to or imported from foreign countries not adjacent to the United States must show the rates, fares, and charges of the inland carriers subject to the act for such transportation to the port and from the port in the United States, and that such rates, fares, and charges be so stated as to be available for all persons who desire to use them. It was provided that as a matter of convenience to the public such tariffs might show through rates to or from the foreign points, but that if so prepared they should also show the inland rate or fare of the carrier subject to the act.

Representations were made to the Commission that transcontinental rail carriers reaching our Pacific coast ports were, on account of the long rail haul, at a disadvantage in competition with other carriers serving Atlantic ports and transporting Asiatic traffic via the Suez Canal route. They therefore requested modification of the requirements as to notice of changes in rates, and were given permission to make changes in their rates applicable to such import and export traffic to or from our Pacific coast ports upon notice of three days of reduction in rates and of ten days as to advances in rates. Subsequently, by supplemental order, the same permission was extended to carriers subject to the act reaching Pacific coast ports in British Columbia.

The rail carriers in the United States ordinarily known as the transcontinental lines withdrew, effective November 1, 1908, all their through import and export rates via the Pacific ports and applied to the inland carriage of export and import traffic through those ports the domestic rates applicable on traffic to and from the ports proper. The Canadian Pacific Railway, in connection with a large number of carriers in the United States with lines east of the Mississippi River, published and filed proportional class and commodity inland rates applicable to Vancouver, British Columbia, on traffic destined to oriental ports, the Philippines, Australia, and New Zealand, which proportional rates are much lower than the domestic rates applying on traffic destined to Vancouver proper. These tariffs, as permitted by the Commission's rule and for the information of shippers, show through rates to foreign ports in connection with certain named steamship lines.

This rule of the Commission was freely commented upon in the newspapers, but almost without exception from an entirely erroneous standpoint and a total misunderstanding or misconception as to what the rule required. No opinion was expressed by the Commission that the inland portion of export and import rates might not reasonably and properly be less than the domestic rates to the ports. The order simply required the carriers to conform to the plain requirements of the law and to publish, in the manner prescribed by law, whatever rates they saw fit to establish on this traffic.

By the amended act of June 29, 1906, express companies were first brought under its provisions. This necessitated a sweeping and almost entire change in the practices of such companies as to preparation, publication, and filing of their rate schedules. To an important extent they were obliged to prepare joint schedules, which had never before been prepared, and it became necessary to grant certain extensions of time within which express companies might comply with the requirements of the law as to the filing of tariffs. In this connection, as with other carriers, consideration had to be given to the necessity of continuing business and transportation.

In so far as they applied, the general regulations governing other carriers were applied to express companies until further and careful consideration could be given to the necessities of that particular business and until experience and experiment developed the necessity for and propriety of special regulations for such companies. Special regulations governing the construction and filing of tariffs and classifications of express companies and administrative rulings with relation thereto were issued by order of the Commission of June 27, 1908, and were made effective August 1, 1908. In principle and substance they are in full harmony with similar regulations governing other carriers.

POSTING TARIFFS TO THE PUBLIC.

On June 2, 1908, the Commission issued an order modifying the requirements of section 6 of the act in the matter of posting tariffs at stations, in substantial conformity with the proposed order which was quoted in our last annual report.

DAMAGES ARISING FROM MISQUOTATION OF RATE.

The act to regulate commerce requires carriers to collect the published rates, under severe penalty, and the Supreme Court of the United States has held that this must be done even though the carrier has quoted to the shipper a different rate, in good faith, upon which the shipper has acted.

The practical hardship of this rule is illustrated by the last case in which it was applied by that court. *Texas and Pacific Railway Company v. Mugg*, 202 U. S., 242. Here the plaintiff applied for a rate on coal from a point in Arkansas to a point in Texas and was quoted a rate of \$1.25 upon one kind and \$1.50 upon another. Upon the strength of this quotation he made sale of three carloads for a delivered price at the Texas point. In fact, the published rates were \$2.75 upon one kind and \$2.85 upon the other, and the shipper was obliged to pay upon the arrival of the coal in Texas \$140.18 more than would have been due under the rates quoted. This converted the transaction from a profit into a loss, and his suit was to recover

damages thus occasioned. The court, as already said, held that no recovery could be had.

The statute requires carriers to post for public inspection their tariffs at all stations where freight is received by them for transportation. The theory of the act is that the shipper can at all times by reference to these schedules ascertain for himself the rate, and if this were so there would be no hardship in requiring him to know what that rate was. In practice all this is quite different. The tariffs of railways are very voluminous. It has been found practically impossible to comply with the literal requirement of the statute as to posting. The present regulations of the Commission permit carriers in most cases to keep on file in their offices at their various stations tariffs showing their outbound rates, but the construction of these schedules is necessarily such that the ordinary shipper without special experience can not, in the great majority of instances, ascertain for himself from an inspection of the tariffs what the rates are. He must rely upon the statement of the railroad agent. The presumption of law that he himself knows or may know the rate is not in accordance with the fact.

The Commission feels that to require the shipper to ascertain for himself at his peril the rate imposes upon him an undue burden. The railway should know what its established charges are, and may fairly be required to state in writing, when a written request is made by the shipper, the rate which it has published and maintains in force. We call special attention to this matter as one of immediate and general concern, which discloses the need of an appropriate remedy, and urgently request that a suitable measure be promptly enacted.

THE COMMODITIES DECISION.

The ruling by the circuit court for the third circuit that the commodities clause of the act is unconstitutional has served to embarrass and delay the fight against discrimination. A considerable number of carriers are owners of and dealers in commodities carried by them. Such carriers succeed, in practically every case, in monopolizing, or at least dominating, the markets in which they deal. The commodities clause, by compelling carriers to confine themselves to the transportation business, promised to give many shippers freedom from that has hitherto been crippling discrimination.

THE HARRIMAN DECISION.

In *E. H. Harriman v. Interstate Commerce Commission*, decided December 14, 1908, the Supreme Court of the United States held, reversing the decision of the circuit court, that the appellant could not be required to answer certain questions propounded to him by the

Commission. This decision has a somewhat important bearing upon the work of this body which Congress should understand.

The Commission had instituted upon its own motion an inquiry into railroad consolidations and combinations, which had been prosecuted with special reference to the operations of Mr. Harriman in connection with the Union Pacific, the Southern Pacific, and allied interests. In the course of this investigation it came out that the Union Pacific, in which Mr. Harriman was the dominant factor, had purchased certain very large blocks of stock in the Atchison, Topeka & Santa Fe, the St. Joseph & Grand Island, the New York Central, the Chicago & Alton, and the Illinois Central, and he was asked whether he had a personal interest in the stocks of these companies purchased by the Union Pacific. It appeared what the price paid by the Union Pacific was, and Mr. Harriman was also asked in one instance to state, in case he owned any of the stock thus purchased by the Union Pacific, what price he had himself paid for the same. These questions he declined to answer, and in this refusal he is now sustained by the court.

In the past this Commission has conducted investigations of two kinds. Under the statute complaints may be filed with the Commission alleging a violation of the terms of the act to regulate commerce, and the Commission itself may proceed to investigate such violations of the act as though formal complaint had been filed. In these cases the complaint is served upon the carrier alleged to be in violation of the act, and if the Commission sustains the allegation it makes an order correcting such violation. Such investigations into rates, regulations, or practices of carriers are in nowise affected by this decision of the Supreme Court.

The second class of investigations are held under the twelfth section of the act, which requires the Commission to keep itself informed as to the manner and method in which the business of common carriers subject to its jurisdiction is conducted, and a subsequent section requires it to report to Congress from time to time in regard thereto, the intent being evidently to afford to Congress the necessary information upon which to base appropriate legislative action. In pursuing what the Commission has understood to be its duty in this respect, we have in the past been accustomed to institute proceedings of inquiry. These investigations are not in the form of a complaint, do not allege any specific violation of the act to regulate commerce, do not ordinarily name any particular railroad as defendant, but are simply an investigation into certain named practices. The Commission has been accustomed in investigations of this kind to subpoena and examine witnesses in the same manner as in its investigations upon complaints filed.

The Supreme Court now holds that the power of the Commission to subpoena and examine witnesses embraces "only complaints for violations of the act and investigations by the Commission upon matters that might have been made the object of complaint." From this it will be seen that the powers of the Commission with respect to the investigation of the first class of cases above mentioned—that is, cases involving an alleged violation of the act to regulate commerce, in which the Commission can administer some relief—is in nowise interfered with. In such investigations it can still compel, as in the past, the appearance of witnesses and the production of books and papers, but it has no power to require testimony in investigations touching matters which could not be the subject of formal complaint. There is no intimation in any expression used by the court that the Commission has not plenary power to require from the corporation itself, or from any of its officials, a full revelation as to all of its transactions which would in any way touch those matters over which the Commission has been given jurisdiction.

The limitation placed upon the Commission's activities touches investigations of the second class, those made into matters not now declared by the act to be unlawful; and such limitation as is made, even when investigation is made into those matters outside the act, applies only to efforts to secure testimony from a witness in certain "personal" matters.

This Commission, in administering this power of investigation, which it has assumed to exercise in the past, has repeatedly held that the private dealings of individuals in private matters could not be inquired into. It has, however, ruled that it might inquire to the fullest extent into the operations of railroads and the officers of railroads. The Union Pacific Railroad is not a private enterprise—it is a public servant, discharging, as the agent of the Government, a public function. Its stocks are worthless except as they derive value from the charges which are imposed upon the public for the rendering of this public service. In the opinion of this Commission, when Mr. Harriman assumes control of the Union Pacific Railroad he ceases to be a private individual to that extent and can no longer claim protection, which, as a private person engaged in a strictly private pursuit, he might insist upon. It was our opinion that he might properly be required to state whether, as a director of the Union Pacific Railroad, he had bought from himself individually certain stocks, and if so, that he should further be required to state what profit he had individually made out of this transaction. If he is allowed to accumulate from the manipulation of these public agencies vast sums of money which must finally come from the body of the people, we think he is so far a trustee of the people that he can not object to stating the manner in which these accumulations have been made.

The Supreme Court, however, is of the contrary opinion, and the Commission can, of course, only suggest to Congress that if there is to be any full investigation by the federal authorities of these financial dealings some action must be taken by the Congress.

SUITS BY CARRIERS TO ANNUL ORDERS OF COMMISSION.

Previous to July 1, 1908, only a single suit had been filed to set aside an order of this Commission. It is, however, a significant fact that since that date 16 suits have been begun for that purpose, and few orders of much consequence have been permitted to go without contest.

The questions presented by these various suits are fundamental. The constitutionality of the act itself is in issue. The right of Congress to delegate to any tribunal authority to establish an interstate rate is denied. Perhaps the most serious practical question concerns the extent of the right of the courts to review the orders of the Commission. If the contention of the carriers in this latter respect alone is sustained, but little progress has been made under the Hepburn amendment toward the effective regulation of interstate transportation charges.

In twelve of the seventeen cases preliminary injunctions were prayed for, being granted in six and refused in six.

It has from the first been well understood that the success of the present act as a regulating measure depended largely upon the facility with which temporary injunctions could be obtained. If a railroad company by mere allegation in its bill of complaint, supported by *ex parte* affidavits, can overturn the result of days of patient investigation, no very satisfactory results can be expected. The railroad loses nothing by these proceedings, since if they fail it can only be required to establish the rate and to pay to shippers the difference between the higher rate collected and the rate which is finally held to be reasonable. In point of fact it usually profits, because it can seldom be required to return more than a fraction of the excess charges collected.

All these cases are proceeding under the expediting act. Several of them are before the Supreme Court of the United States for argument already, and the rest will be at once taken there. It is believed that the decisions of that court in these cases must go far toward determining the effectiveness of the present act; and indeed the possibility of any effective railway regulation under the present Constitution of the United States.

As bearing upon the probable action of the court its recent decision in the Virginia passenger-fare cases, delivered November 30 and not yet reported, is of some significance.

The State of Virginia by constitutional amendment created a tribunal styled the "state corporation commission of Virginia." This

body was empowered, among other things, to establish, after due investigation, rates for the transportation of passengers and property by rail and to enforce the rates fixed by it by the same kinds of process as are employed by courts in compelling obedience to judicial judgments and decrees.

Acting under this authority the corporation commission fixed certain rates of fare for the carriage of passengers which were lower than those previously in effect. The various railroads affected by this order brought suit in the circuit court of the United States, claiming that the rates established were confiscatory and in violation of the fourteenth amendment of the Constitution of the United States.

This suit was brought against the members of the corporation commission both as individuals and as constituting that tribunal. The federal statute provides that the processes of state courts shall not be interfered with by injunction from the federal courts and the defendants in these proceedings demurred to the bills of complaint upon the ground that the Virginia state corporation commission was a court; that its action in fixing and enforcing these rates was the proceeding of a state court, which could not, therefore, be enjoined by the federal court.

The Supreme Court held that the State of Virginia might combine in the same tribunal legislative and judicial functions and that in so far as that tribunal was exercising its judicial functions the federal courts could not enjoin its proceedings. But it further held that the character of the act performed could not be determined by the name of the tribunal which performed it; that the fixing of a rate for the future was a legislative function which continued to be none the less legislative although discharged by this body which was styled a "court" and which was, in fact, a court with respect to some of its functions. It sustained the jurisdiction of the circuit court of the United States to enjoin the members of this corporation commission from putting in force rates in violation of the Federal Constitution.

It appears from this decision that the Supreme Court will adhere to its previous intimations that the fixing of a rate for the future is a legislative and not a judicial function. From this it would seem to follow that the courts of the United States can not, under the Federal Constitution, be invested with authority to fix railway rates for the future either directly in the first instance or indirectly by reviewing the discretion of the body by which the rate is established.

The following are the suits now pending in various federal courts to annul the orders of the Commission:

Delaware, Lackawanna & Western Railroad Company v. Interstate Commerce Commission et al. Southern District of New York. The Delaware, Lackawanna & Western had for some time made deliveries

of carloads of oil at its Brooklyn terminal, but had notified the complainants in the proceedings before us that it would no longer do so. The Commission held that deliveries should be continued and so ordered. The Delaware, Lackawanna & Western brought this suit asking for a temporary injunction, which was refused. Deliveries have since been and are now being made.

Chicago & Alton Railroad Company v. Interstate Commerce Commission. Illinois Central Railroad Company *v.* Interstate Commerce Commission. Northern District of Illinois. These cases refer to the distribution of coal cars. The Commission held that in dividing available cars among different mines when the supply was not sufficient to meet the full demands of all, private cars and cars used for the transportation of company fuel must be counted, since otherwise discrimination arose. The court sustained the ruling of the Commission that individual cars should be counted, but held that company fuel cars need not be. It therefore granted an injunction with respect to that part of the order concerning company fuel cars.

Baltimore & Ohio Railroad Company v. Interstate Commerce Commission. District of Maryland. The questions presented in this case were the same as those in the two previous cases, except that the matter of company fuel cars was not involved. The court was of the opinion that the decision of the Commission was correct. A motion for preliminary injunction was denied.

Stickney et al v. Interstate Commerce Commission. District of Minnesota. Fourteen years ago railroads transporting live stock to the city of Chicago imposed for the first time a terminal charge of \$2 per car. The excuse for imposing it was that the stock yards company had required these carriers for the first time to pay a trackage charge which averaged about \$1 per car. The Commission held that since the railroads were obliged to bear for this trackage charge they might with propriety add it to their previous rates, but that their being compelled to pay \$1 to the stock yards company was not a sufficient reason why they should charge \$2 against shippers and ordered the charge reduced to \$1. Under the old act it was impossible to secure an enforcement of this order. After the passage of the Hepburn amendment the Commission renewed its order. The court in this proceeding has granted a temporary injunction. The history of this case furnishes an excellent illustration of rate regulation by lawsuit.

Southern Pacific Company and Oregon & California Railroad Company v. Interstate Commerce Commission. Northern District of California. For some ten years the Southern Pacific Company had maintained a rate upon lumber from points in the Willamette Valley to San Francisco of \$3.10 per ton. In the spring of 1907 this rate

was advanced to \$5 per ton. The Commission established a rate of \$3.40 per ton, an advance over the old rate of about 10 per cent. The court denied motion for a temporary injunction.

New York Central & Hudson River Railroad Company v. Interstate Commerce Commission. Southern District of New York. This involves rates on flour from Buffalo to New York and New England points. In the spring of 1907 carriers advanced these rates 1 cent per 100 pounds, which made the rate higher than had been maintained for ten years in the past for any length of time during the summer season. The Commission ordered the rate reduced. A temporary injunction was denied.

Chicago, Rock Island & Pacific Railway Company v. Interstate Commerce Commission. Northern District of Illinois. The Commission ordered carriers between Mississippi and Missouri rivers to apply rates somewhat lower upon traffic originating at the Atlantic seaboard than were applied to the same kinds of traffic when originating at the Mississippi, recognizing the familiar rule that the through rate for the long haul should be less than the sum of the locals for the two short hauls. A temporary injunction has been granted.

Missouri, Kansas & Texas Railway Company v. Interstate Commerce Commission. Eastern District of Missouri. In the three years preceding 1904 carriers from the Southwest made three advances in their rates for the transportation of beef cattle. The Commission sanctioned the first two advances but found the last to be unreasonable. Motion for temporary injunction was denied.

Southern Pacific Terminal Company v. Interstate Commerce Commission and E. H. Young. Southern District of Texas. The Southern Terminal Company, which is owned and controlled by the Southern Pacific Company, furnishes the railroad terminals of that company at Galveston. This terminal company had by contract accorded to one shipper of cotton-seed cake certain dockage facilities at Galveston which were alleged to be an undue discrimination against other shippers, and so found by the Commission. A motion for temporary injunction was denied.

Delaware, Lackawanna & Western Railroad Company v. Interstate Commerce Commission. Southern District of New York. Railroads in Official Classification territory have for some time past enforced a rule providing that the carload rate will not be accorded to a carload shipment, although presented by one person and shipped to the order of one person, where in fact the ownership of the property is in different individuals. The Commission held that this rule was unlawful; that if the carload was presented as a carload and shipped as a carload the carrier could not inquire whether a single person owned the whole of it. A preliminary injunction was granted.

New York Central & Hudson River Railroad Company v. Interstate Commerce Commission. Southern District of New York. Carriers maintain a lower export rate on wheat and flour through New York than is applied to domestic shipments which are consumed at New York. Wheat may be milled in transit at the rate from the point of origin to final destination whether for domestic use or for export, provided the mill is located at any point between the point of origin and the port of New York, but where the mill is located at New York no such privilege is accorded. The Commission held that this was an unjust discrimination against the New York miller. The application for preliminary injunction has not yet been passed upon by the court.

Union Pacific Railroad Company et al. v. Interstate Commerce Commission. Northern Pacific Railway Company et al. v. Same. Great Northern Railway Company et al. v. Same. District of Minnesota. Large quantities of lumber move from the northwest Pacific coast to eastern destinations over the above-named railroads as initial lines. Beginning November 1, 1907, the rates on this lumber were very materially advanced. The Commission held that some of these advances were unlawful and in other cases allowed a material increase of the original rate. No preliminary injunction was asked for in these proceedings.

Peavey & Company et al. v. Union Pacific Railroad Company and Interstate Commerce Commission. Western District of Missouri. The Union Pacific Railroad Company made a contract with Peavey & Company, by the terms of which it was to pay that company an elevation or transfer allowance of $1\frac{1}{4}$ cents per 100 pounds. The Commission, being of the opinion that this created an unjust discrimination, ordered the Union Pacific to cease and desist from payment. No preliminary injunction was prayed for in this case.

Delaware, Lackawanna & Western Railroad Company v. Interstate Commerce Commission and Rahway Valley Railway Company. Southern District of New York. The Rahway Valley Railway Company applied to the Commission for an order directing the Delaware, Lackawanna & Western Railroad Company to accord to it a physical connection, and the Commission made, after hearing, such an order. A temporary injunction was granted.

DIVISION OF PROSECUTIONS.

The enforcement of the act by means of criminal prosecutions still continues to be necessary. This work has gone forward satisfactorily during the past year. Since December 1, 1907, 46 indictments for giving or receiving rebates were returned in the various judicial districts of the country. In the same period 41 prosecutions were con-

cluded, 24 by convictions or pleas of guilty in the trial courts, 7 by affirmances of convictions upon appeal, 3 by acquittal, 1 by quashing of indictment by the court of appeals after conviction in the trial court, and 6 by entry of nolle prosequi before trial.

The division of prosecutions has also investigated many practices of carriers during the year which have been held not to be of sufficient gravity for prosecutions, but which, being of doubtful propriety, have been required to be corrected or discontinued.

It is believed that discriminations by means of rebates paid as such and by means of billing at less than legal rates have been fewer in number during the year 1908 than ever before. It still remains true, however, that many shippers enjoy illegal advantages. These advantages are usually concealed in contract relationships which are legal in form, but which in substance are unlawful. Allowances or privileges contained in filed and published tariffs are also frequently found to be objectionable.

Arrangements by which carriers farm out a portion of their duties to shippers generally result in discrimination. Under this heading may be placed the evils arising from private ownership of freight cars, the allowance paid by the carriers being frequently excessive. Elevators operated by shippers and furnishing a service covered by railroad tariffs usually result in a more or less complete monopoly of the grain business passing through them. Lighterage arrangements when made between carriers and shippers are also the means of discrimination. The ownership of cotton compresses by shippers and the treatment of their services as a railroad duty also works discrimination in the handling of cotton. Other like instances might be given. It is sufficient to say, however, that any use by carriers of instrumentalities owned by shippers in the performance of their obligations to other shippers usually results to the unlawful advantage of the owners of such instrumentalities.

The decisions of the courts during the year just past have, with two or three exceptions, served to strengthen the law against discrimination.

In *United States v. Great Northern Railway Company*, 208 U. S., 452, the Supreme Court held that the amendment of the Elkins Act on June 29, 1906, did not operate as a pardon for offenses committed before that time as to which indictment had not been brought at the time of the amendment. This decision made possible a number of successful prosecutions.

In *Armour Packing Company v. United States*, 209 U. S., 56, the Supreme Court made a number of rulings of great importance. It held that a contract legal when made could not be pleaded as a defense by a shipper charged with receiving less than tariff rates, even

though such contract provided for the rates actually enjoyed. In this case the court upheld the jurisdiction clause of the Elkins Act, enabling the Government to prosecute either shipper or carrier in any judicial district through which transportation carried at an unlawful rate may pass. The court also held that the term "device," as used in the act to regulate commerce and in the Elkins Act, includes any plan or contrivance whereby merchandise is transported at less than the published rate and is not confined to fraudulent or dishonest contrivances. In this decision, also, the court held that shipments moving in foreign commerce are, in so far as transportation within the boundaries of the United States is concerned, subject to the act to regulate commerce. It was also held that such regulation of foreign commerce is not a violation of the provision of the Constitution that no tax or duty should be laid on articles exported from any State and that no preference shall be given by any regulation of commerce or revenue to the ports of one State over those of another.

In *Camden Iron Works v. United States*, 158 Fed. Rep., 561, the circuit court of appeals for the third circuit held that a prosecution against a shipper for receiving a rebate from a joint rate can not be maintained when such rebate is received from a carrier which has not filed the tariff containing such rate nor a written concurrence therein. While fatal to the prosecution in this particular instance, this decision is not of great consequence in the general administration of the law. Some time before it was rendered, this Commission changed its rules relative to the filing of tariffs by requiring each carrier concerned in a joint tariff to either file such tariff or a written concurrence therein. In the future, therefore, joint tariffs will conform to the rules laid down in this case.

In *Chicago, St. Paul, Minneapolis & Omaha Railway et al. v. United States*, 162 Fed. Rep., 835, the circuit court of appeals for the eighth circuit rendered a decision of great value. In this case the traffic manager of the railway was included in the indictment. He pleaded and proved that he had not intended to violate the law; that he had moved in the utmost good faith, and that in making the payments covered by the indictment he had considered that he had the authority of a decision by the Interstate Commerce Commission covering and permitting such payments. The court held nevertheless that the violation was within the meaning of the statute "willful," as the defendant had performed the acts charged. It was also held that the published rate is "an absolute standard of uniformity."

In *Standard Oil Company of Indiana v. United States* (circuit court of appeals, seventh circuit, April session, 1908), 164 Fed. Rep., 376, appear two rulings, which, if they are to stand, will greatly weaken the law against rebating. In this case the circuit court of appeals held that proof of the posting of a rate is not sufficient as

proof that shippers subject to such rate had knowledge thereof. In the trial court it was held that such posting implied knowledge. In the court of appeals this ruling was reversed with the holding that the knowledge proved must be actual and must be present in the shipper's mind at the time the shipment is made. Such proof of knowledge will rarely be possible.

In the same decision the court of appeals held that the crime of rebating is not committed until the settlement at the reduced rate is actually made, and that each settlement constitutes but one crime, regardless of the number of shipments which may be affected by it. Under this ruling carriers giving and shippers receiving rebates need only to make their settlements after long periods to practically escape the penalties which the law has provided. In the case of a corporation, rebates amounting to hundreds of thousands of dollars might by being covered by one settlement incur a penalty of only \$20,000 at the utmost.

The Commission has been supplemented and greatly aided throughout the year in the enforcement of the act by the Department of Justice and the United States attorneys in the various jurisdictions.

Herewith will be found (1) a statement of the indictments returned during the year, including the nature of the offenses charged; (2) a statement of the prosecutions concluded during the year; (3) a digest of the more important decisions of the courts during 1908, relative to rebating and discrimination.

INDICTMENTS RETURNED DURING 1908.

1. *United States v. Max Agel and Simon Levin* (district court, Vermont).—February 29, 1908, indictment returned under section 10, charging misstatement of weights of various shipments of rags (18 counts); May 26, 1908, plea of guilty; June 26, 1908, each defendant fined \$25.

2. *United States v. American News Company* (district court, southern New York).—October 13, 1908, indictment returned under section 10, charging false misrepresentation of contents of certain packages delivered for transportation in interstate commerce (5 counts).

3. *United States v. Patrick H. Barteman* (district court, Maryland).—September 29, 1908, indictment filed charging unlawful use of interstate pass.

4. *United States v. California Pine Box & Lumber Company* (district court, northern California).—June 26, 1908, indictment returned charging receipt of rebates from Southern Pacific Company on a shipment of lumber.

5. *United States v. Chapman & Dewey Lumber Company* (district court, eastern Missouri).—March 3, 1908, indictment returned charging receipt of rebates from the St. Louis & San Francisco Railroad Company on shipments of lumber (13 counts); March 10, 1908, plea of guilty; fined \$13,000.

6. *United States v. Chesapeake & Ohio Railway Company* (circuit court, eastern Virginia).—June 9, 1908, indictment returned charging rebates as to certain switching charges (4 counts); December 4, 1908, indictment nol. pros.

7. *United States v. Chesapeake & Ohio Railway Company* (circuit court, eastern Virginia).—June 9, 1908, indictment returned charging rebates to W. R. Johnston on certain shipments of grain (9 counts); December 4, 1908, plea of guilty entered; fined \$9,000.

8. *United States v. Chicago, Rock Island & Pacific Railway* (district court, northern Illinois).—July 23, 1908, indictment returned charging unlawful issuance of passes (38 counts).

9. *United States v. L. J. Clark* (district court, South Carolina).—April 21, 1908, indictment returned charging misuse of pass (2 counts); April 21, 1908, plea of guilty; fined \$100.

10. *United States v. E. M. Crabill* (district court, western Virginia).—September 15, 1908, indictment returned charging misuse of pass. Plea of guilty entered; fined \$100.

11. *United States v. J. H. Crabill* (district court, western Virginia).—September 15, 1908, indictment returned charging misuse of pass. Plea of guilty entered; fined \$200.

12. *United States v. A. J. Fischlowitz* (district court, southern New York).—October 13, 1908, indictment returned charging violation of section 10 by misbilling (5 counts).

13. *United States v. Alexander P. Gilbert* (circuit court, eastern Virginia).—June 9, 1908, indictment returned charging rebating as assistant general freight agent of Chesapeake & Ohio Railroad (9 counts). November 23, 1908, plea of not guilty. December 3, 1908, acquitted.

14. *United States v. Harry Gore and Max Robinavitz* (district court, West Virginia).—January 21, 1908, indictment filed charging violation of section 10 by misbilling. June 9, 1908, plea of guilty entered. Each defendant fined \$50.

15. *United States v. Hammacher, Schlemmer & Company* (district court, southern New York).—October 13, 1908, indictment returned charging violation of section 10 by misbilling (2 counts). December 23, 1908, plea of guilty; fined \$1,000.

16. *United States v. Herrmann, Aukam & Company* (district court, southern New York).—October 13, 1908, indictment returned charging violation of section 10 by misbilling (6 counts).

17. *United States v. Illinois Central Railroad Company* (circuit court, eastern Louisiana).—May 16, 1908, indictment returned charging rebating (3 counts).

18. *United States v. Illinois Terminal Railroad Company* (district court, southern Illinois).—September 12, 1908, indictment returned charging failure to file schedule of rates (6 counts).

19. *United States v. Illinois Glass Company and Illinois Terminal Railroad Company* (district court, southern Illinois).—September 12, 1908, indictment returned charging receiving of rebates (12 counts).

20. *United States v. Illinois Central Railroad Company* (district court, northern Illinois).—July 23, 1908, indictment returned charging unlawful issuance of passes (53 counts).

21. *United States v. William R. Johnston* (circuit court, eastern Virginia).—June 9, 1908, indictment returned charging receiving of rebates (9 counts). December 4, 1908, plea of guilty to first 4 counts of indictment; last 5 counts nol. pros.; fined \$4,500.

22. *United States v. Manhattan Brass Company* (district court, southern New York).—October 13, 1908, indictment returned charging violation of section 10 by misbilling (5 counts).

23. *United States v. Missouri, Kansas & Texas Railway Company* (district court, western Missouri).—May 5, 1908, indictment returned charging rebating on certain shipments of cattle (19 counts). June 26, 1908, plea of not guilty entered.

24. *United States v. Missouri Pacific Railway Company and St. Louis, Iron Mountain & Southern Railway Company* (district court, eastern Arkansas).—April 14, 1908, indictment returned charging rebating (50 counts).

25. *United States v. W. C. Stith* (district court, eastern Arkansas).—April 14, 1908, indictment returned charging granting of rebates as traffic manager of Missouri Pacific Railway Company and St. Louis, Iron Mountain & Southern Railway Company (50 counts).

26. *United States v. T. H. Bunch* (district court, eastern Arkansas).—April 14, 1908, indictment returned charging receiving of rebates on certain shipments of grain (58 counts). November 30, 1908, plea of guilty to 10 counts. December 28, 1908, fined \$15,000 and costs.

27. *United States v. Warner Moore and Thomas L. Moore, partners trading as Warner Moore & Co.* (circuit court, eastern Virginia).—June 12, 1908, indictment returned charging false billing. November 23, 1908, plea of not guilty entered.

28. *United States v. Nick Nastas* (district court, western Missouri).—May 9, 1908, indictment returned charging misuse of pass. May 12, 1908, plea of not guilty entered.

29. *United States v. Nick Nastas, Samuel C. Clark, and Louis Agnes* (district court, western Missouri).—May 9, 1908, indictment returned charging con-

spiracy to procure interstate transportation from Missouri Pacific Railway for sundry persons not entitled thereto. November 13, 1908, verdict not guilty.

30. *United States v. L. M. Neiberg* (district court, Vermont).—February 29, 1908, indictment returned charging violation of section 10 by misbilling. May 19, 1908, plea of guilty entered; fined \$250.

31. *United States v. Penn Fruit Company* (district court, southern California).—July 10, 1908, indictment found charging receiving of rebates (2 counts). October 5, 1908, plea of not guilty entered.

32. *United States v. Dan Pounds* (district court, northern Alabama).—September 19, 1908, indictments filed charging misuse of pass.

33. *United States v. St. Louis & San Francisco Railroad Company* (district court, eastern Missouri).—March 3, 1908, indictment returned charging rebating to Chapman & Dewey Lumber Company on certain shipments of lumber (13 counts). March 10, 1908, plea of guilty entered; fined \$13,000.

34. *United States v. E. Siff* (district court, southern New York).—October 13, 1908, indictment returned charging violation of section 10 by misbilling.

35. *United States v. James Solsky* (district court, western Michigan).—July 8, 1908, indictment returned charging violation of section 10 by misbilling. July 9, 1908, acquitted.

36. *United States v. The Southern Pacific Company* (district court, southern California).—June 1, 1908, indictment returned charging rebating to Penn Fruit Company (3 counts). September 28, 1908, plea of not guilty entered.

37. *United States v. The Southern Pacific Company* (district court, southern California).—June 1, 1908, indictment returned charging rebating on certain shipments of Chinese groceries moving from San Francisco, Cal., to Los Angeles, Cal., en route from Hongkong. September 28, 1908, plea of not guilty entered (11 counts).

38. *United States v. The Southern Pacific Company* (district court, southern California).—June 1, 1908, indictment returned charging rebating on certain shipments of hides from Arizona and New Mexico to Los Angeles (15 counts). September 28, 1908, plea of not guilty entered.

39. *United States v. The Southern Pacific Company* (district court, northern California).—June 30, 1908, indictment found charging rebating.

40. *United States v. The Southern Pacific Company* (district court, northern California).—June 30, 1908, indictment found charging rebating.

41. *United States v. Southern Pacific Company* (district court, northern California).—June 26, 1908, indictment returned charging rebating to California Pine Box & Lumber Company on certain shipments of lumber (19 counts).

42. *United States v. Stearns Salt & Lumber Company* (district court, western Michigan).—December 17, 1907, indictment returned charging receiving of rebates from Pere Marquette Railroad by means of misrepresentation of point of origin. December 1, 1908, plea of guilty on 6 counts; fined \$10,000.

43. *United States v. P. L. Thomas* (district court, western Virginia).—September 15, 1908, indictment returned charging misuse of pass. Plea of guilty entered; fined \$100.

44. *United States v. Tom Williams* (district court, northern Alabama).—March 7, 1908, indictment returned charging misuse of pass. Plea of guilty entered; fined \$100.

45. *United States v. Baker-Whitely Coal Company* (district court, Maryland).—November 28, 1908, information filed charging receiving of rebates from Pennsylvania Railroad on certain shipments of coal. Plea of nolle contendere; fined \$3,700.

46. *United States v. A. Patriarche and Stearns Salt & Lumber Company* (district court, western Michigan).—December 17, 1907, indictment returned (111 counts) charging the former with offering, granting, and giving rebates, and the latter with accepting and receiving rebates. March 25, 1908, nol. pros.

PROSECUTIONS CONCLUDED DURING 1908.

1. *United States v. Max Agel and Simon Levin* (district court, Vermont).—February 29, 1908, indicted for misbilling. June 26, 1908, each defendant fined \$25.

2. *United States v. Armour Packing Company* (district court, western Missouri).—December 15, 1905, indicted for receiving rebates on export shipments of packing-house products. June 22, 1906, fined \$15,000. March 16, 1908, judgment affirmed by United States Supreme Court.

3. *United States v. Swift & Company.* Same as above.
4. *United States v. Morris & Company.* Same as above.
5. *United States v. Cudahy Packing Company.* Same as above.
6. *United States v. Atchison, Topeka & Santa Fe Railway* (district court, northern Illinois).—July 10, 1907, indicted for granting rebates to the United States Sugar & Land Company on shipments from Chicago, etc., to Garden City, Kans. August 7, 1908, plea of guilty to first count; fined \$7,000 and costs. Remaining counts nol. pros. (65 counts).
7. *United States v. Baker-Whitely Coal Company* (district court, Maryland).—November 28, 1908, information filed charging receiving of rebates from Pennsylvania Railroad on certain shipments of coal. Plea of nolle contendere; fined \$3,700.
8. *United States v. A. Booth & Company* (district court, northern Illinois).—August 3, 1907, indictment returned receiving rebates on shipments of fish and oysters. June 30, 1908, plea of guilty to first count, nol. pros. as to all remaining counts. Sentence not yet imposed.
9. *United States v. Camden Iron Works* (district court, eastern Pennsylvania).—May 25, 1906, information filed receiving rebates on shipments of iron pipe from Camden, N. J., to Winnipeg, Manitoba. September 25, 1908, verdict of guilty. February 1, 1907, fined \$3,000 and costs. January 28, 1908, judgment reversed by circuit court of appeals on ground that carrier paying rebate had not filed tariff or concurrence in same.
10. *United States v. Central Vermont Railway* (district court, southern New York).—January 19, 1907, indictment returned charging rebates on shipments of coffee. March 17, 1908, plea of guilty on first count. Nol. pros. as to remaining counts. Fined \$1,000 (7 counts).
11. *United States v. Chapman & Dewey Lumber Company* (district court, eastern Missouri).—March 3, 1908, indictment returned receiving rebates. March 10, 1908, plea of guilty; fined \$13,000; paid (13 counts).
12. *United States v. Chesapeake & Ohio Railway Company* (circuit court, eastern Virginia).—June 9, 1908, indictment returned charging rebates of switching. December 4, 1908, nol. pros.
13. *United States v. Chesapeake & Ohio Railway Company* (circuit court, eastern Virginia).—June 9, 1908, indictment returned charging rebates on shipments of grain. December 4, 1908, plea of guilty entered; fined \$9,000 (9 counts).
14. *United States v. Chicago, Burlington & Quincy Railroad* (district court, western Missouri).—December 15, 1906, indictment found charging receiving of less than tariff rates on shipments of packing-house products from Kansas City destined to points in Europe. June 13, 1906, verdict of guilty. June 29, 1906, fined \$15,000. March 16, 1908, judgment affirmed by United States Supreme Court.
15. *United States v. Chicago, St. Paul, Minneapolis & Omaha Railway Company and H. M. Pearce* (district court, Minnesota).—November 8, 1906, indictment returned charging rebates on shipments of grain. April 10, 1907, verdict of guilty. August 23, 1907, railroad company sentenced to pay fine of \$20,000, and H. M. Pearce to pay fine of \$2,000. May 25, 1908, judgment affirmed by circuit court of appeals.
16. *United States v. L. J. Clark* (district court, South Carolina).—April 21, 1908, indictment returned charging misuse of pass. Plea of guilty entered. Fine of \$100 paid.
17. *United States v. E. M. Crabill* (district court, western Virginia).—September 15, 1908, indictment returned charging misuse of pass. Plea of guilty entered. Fine of \$100 paid.
18. *United States v. J. H. Crabill* (district court, western Virginia).—September 15, 1908, indictment returned charging misuse of pass. Plea of guilty entered. Fine of \$200 paid.
19. *United States v. A. P. Gilbert* (circuit court, eastern Virginia).—June 9, 1907, indictment returned charging giving of rebates. December 3, 1908, acquitted.
20. *United States v. Harry Gore and Max Robinavitz* (district court, northern West Virginia).—January 21, 1908, indictment returned charging misbilling. June 9, 1908, plea of guilty entered and fine of \$100 paid.
21. *United States v. Great Northern Railway Company* (district court, southern New York).—February 19, 1907, indictment returned charging rebating on shipments of sugar. April 7, 1908, verdict of guilty. Sentenced to pay fine of \$5,000.

22. *United States v. Great Northern Steamship Company* (district court, southern New York).—August 10, 1906, indictment returned charging rebating on shipments of sugar. April 7, 1908, nol. pros. entered.

23. *United States v. Great Northern Railway Company, B. Campbell, W. W. Broughton, H. A. Kimball, and D. G. Black* (district court, Minnesota).—November 8, 1906, indictment returned charging rebating on shipments of grain. April 9, 1908, indictment nol. pros.

24. *United States v. Great Northern Railway Company, B. Campbell, W. W. Broughton, H. A. Kimball, and A. G. McGuire* (district court, Minnesota).—November 8, 1906, indictment returned charging rebating on shipments of grain. April 9, 1908, indictment nol. pros.

25. *United States v. Great Northern Railway Company* (district court, Minnesota).—November 8, 1906, indictment returned charging rebating on shipments of grain. April 6, 1907, plea of guilty entered to 5 counts upon agreed statement of facts. Fine of \$15,000 imposed. Appeal taken from judgment overruling demurrer. (See 151 Fed. Rep., 84.) February 24, 1908, judgment affirmed by United States Supreme Court.

26. *United States v. William R. Johnston* (circuit court, eastern Virginia).—June 9, 1908, indictments returned charging receiving of rebates on shipments of grain. December 4, 1908, plea of guilty entered to 4 counts, remaining 5 counts nol. pros. Fined \$4,500.

27. *United States v. Davis H. Kresky and W. A. McGowan* (district court, western Missouri).—November 13, 1906, indictment returned charging conspiracy to procure rebates on shipments of flour. December 21, 1907, plea of guilty entered. January 21, 1908, each defendant fined \$1,000.

28. *United States v. Minneapolis & St. Louis Railroad Company and J. T. Kenny* (district court, Minnesota).—November 8, 1906, indictment returned charging rebating on shipments of grain. April 8, 1908, nol. pros. entered.

29. *United States v. Mutual Transit Company* (district court, western New York).—February 27, 1907, information filed charging rebating on shipments of iron from Philadelphia and Emaus, Pa., to Winnipeg, Manitoba. January 24, 1908, verdict of guilty. May 9, 1908, fined \$5,000. Appeal taken.

30. *United States v. Nick Nastas, Samuel C. Clark, and Louis Agnes* (district court, western Missouri).—May 9, 1908, indictment returned charging conspiracy to procure unlawful pass. November 13, 1908, acquitted.

31. *United States v. L. M. Neiberg* (district court, Vermont).—February 29, 1908, indictment returned charging misbilling. May 19, 1908, plea of guilty entered; fined \$250.

32. *United States v. St. Louis & San Francisco Railroad Company* (district court, eastern Missouri).—March 3, 1908, indictment returned charging rebating on shipments of lumber. March 10, 1908, plea of guilty entered; fined \$13,000.

33. *United States v. James Solsky* (district court, western Michigan).—July 8, 1908, indictment returned charging false billing. July 9, 1908, acquitted.

34. *United States v. Stearns Salt & Lumber Company* (district court, western Michigan).—December 17, 1907, indictment returned charging receiving of rebates on shipments of lumber. December 1, 1908, plea of guilty to 6 offenses entered. Fined \$10,000.

35. *United States v. A. Patriarche and Stearns Salt & Lumber Company* (district court, western Michigan).—December 17, 1907, indictment returned (111 counts) charging the former with offering, granting, and giving rebates and the latter for accepting and receiving rebates. March 25, 1908, nol. pros.

36. *United States v. George Thomas & L. B. Taggart* (district court, western Missouri).—December 15, 1905, indictment returned charging receiving of rebates on shipments of general merchandise. Defendants plead guilty; fine of \$7,000 imposed upon Thomas; fine of \$4,000 imposed upon Taggart.

37. *United States v. P. L. Thomas* (district court, western Virginia).—September 15, 1908, indictment returned charging misuse of pass. Plea of guilty entered; fined \$100.

38. *United States v. Toledo Ice & Coal Company* (district court, northern Ohio).—December 18, 1906, indictment returned charging receiving of rebates on shipments of ice. June 23, 1908, plea of nolle contendere entered to first, twenty-second, and one hundred and fifty-fifth counts. Nol. pros. entered as to remaining counts. Fined \$3,600.

39. *United States v. Tom Williams* (district court, northern Alabama).—March 7, 1908, indictment returned charging misuse of pass. Plea of guilty entered. Fined \$100.

40. *United States v. Hammacher, Schlemmer & Co.* (district court, southern New York).—October 13, 1908, indictment returned charging violation of section 10 by misbilling (2 counts). December 23, 1908, plea of guilty entered; fined \$1,000.

41. *United States v. T. H. Bunch* (district court, eastern Arkansas).—April 14, 1908, indictment returned charging acceptance of rebates on certain shipments of grain (58 counts). November 30, 1908, plea of guilty to 10 counts, 48 counts nol. pros. December 28, 1908, fined \$15,000 and costs.

DIGEST OF DECISIONS IN CRIMINAL CASES.

IN THE SUPREME COURT.

Great Northern Railway Company v. U. S., 208 U. S., 452. (Decided February 24, 1908.)

The Hepburn Act of June 29, 1906, did not repeal the Elkins Act of February 19, 1903, so as to deprive the Government of the right to prosecute for violations of the Elkins law, committed prior to the enactment of the Hepburn law, even though indictment for such violations may not have been found prior to the enactment of the Hepburn law.

Armour Packing Company v. United States, 209 U. S., 56; 153 Fed. Rep., 1.

The opinion here covers prosecutions against the Armour Packing Company, Swift & Co., Morris & Co., and the Cudahy Packing Company.

Shipments were made from Kansas City, Kans., on through bills of lading to Christiania, Norway. The initial carrier was the Chicago, Burlington & Quincy Railroad. The published rate at time of shipment for that portion of the transportation between the Mississippi River and New York City was 35 cents per hundred pounds. Previous to the transportation the defendant companies had entered into a contract with the Chicago, Burlington & Quincy Railroad by which that railway engaged to transport packing-house products from Kansas City, Kans., to New York City for export at a rate the proportionate part of which for the transportation from Mississippi River to New York City should be 23 cents per hundred pounds. At the time the contract was made the rates named in it were the then published and filed rates for the transportation covered. The contract when made was therefore legal. After the contract was made and before the transportation covered by these prosecutions the Chicago, Burlington & Quincy Railroad amended its tariffs covering through transportation of packing-house products from Kansas City, Kans., to New York City for export and increased the proportionate charge for transportation between Mississippi River and New York City from 23 cents per hundred pounds to 35 cents per hundred pounds. After such increased rate had been published and filed the defendant packing house companies tendered shipments to the Chicago, Burlington & Quincy Railroad at Kansas City and the same were carried by rail to New York City for export upon through bills of lading as above stated. The rates stipulated for in the contract were imposed. The prosecution was brought in the western district of Missouri, the transportation having been conducted through this district, although not beginning or ending there.

In response to the defense that the packing-house companies had acted honestly and in the belief that they were entitled to the rates named in their contract and that the Chicago, Burlington & Quincy Railroad had bound itself not to publish a new rate, the Supreme Court held that a device to obtain rebates within the prohibition of the interstate-commerce act and the Elkins Act need not necessarily be fraudulent. The term "device" as used in these statutes includes any plan or contrivance whereby merchandise is transported at less

than the published rate, or any other advantage is given or discrimination practiced in favor of the shipper. The word "device" as used is disassociated from such words as "fraudulent conduct," "scheme," or "contrivance," but the act reaches all means and methods of rebating by which the unlawful concession is offered, granted, given, or received.

In response to the contention that the offense, if any, was committed at Kansas City, Kans., and not in the western district of Missouri, the Supreme Court held that the jurisdiction clause of the Elkins Act providing that prosecution may take place in any district through which transportation at illegal rates has been conducted is constitutional. The offense is obtaining transportation at less than legal rates. The offense, therefore, takes place in every jurisdiction where the transportation is so obtained. In this case the indictment charged the actual transportation of the property from Kansas City, Kans., to New York City, the course of transportation being through the western district of Missouri, in which the prosecution was had. It was also held that the reduction of the proportion of the through rate covering transportation east of the Mississippi River operated to reduce the entire through rate and made the transportation illegal throughout.

It was contended by the defendant that the statutes have no application to a shipment on a through bill of lading from an interior point of the United States to a foreign port. The Supreme Court held that the purpose of Congress to embrace the whole field of interstate commerce appears through the act, saying:

There is no attempt in the language of the act to exempt such foreign commerce as is carried on a through bill of lading; on the contrary, the act in terms applies to the transportation of property shipped from any place in the United States to a foreign country and carried from such place to a port of transshipment.

It was also held that the regulation of rates upon foreign commerce is not a violation of the constitutional provision that no tax or duty shall be laid on articles exported from any state, and no preference shall be given by any regulation of commerce or revenue to the ports of one state over those of another.

As to the contract upon which defendants acted, the court held that the contract could not serve to vary the provisions of the law as to observance of the filed and published rates. In response to the contention that every shipper was entitled to the benefit of the contract and that, therefore, no discrimination would have arisen under the contract except for the wrongful action of the railway in publishing the higher rate, for which the defendants were not responsible, the court held that such construction of the law would open the door to the possibility of the very abuses of unequal rates which it was the design of the statutes to prohibit and punish.

If the shipper sees fit to make a contract covering a definite period for a rate in force at the time, he must be taken to have done so subject to the possible change in the published rate in the manner fixed by the statute, to which he must conform or suffer the penalty fixed by law.

Answering the argument that the defendants believed themselves to be within their legal rights in insisting upon the performance of the contract, the court held that the shippers had knowledge of the rates published and shipped the goods knowing that they were to pay a lower rate than the published rate. This was all the knowledge or guilty intent that the act required. A mistake of law as to the right to ship under the contract after a change of rate is unavailing.

Fuller, C. J., and Brewer and Peckham, J. J., dissented upon the ground that the contract was fair and reasonable and that no crime was committed by the shippers who sought to follow its provisions. Fuller, C. J., and Peckham, J., also dissented upon the ground that the crime, if any, was complete in the district of Kansas and that the district court of the western district of Missouri had no jurisdiction.

Chicago, Burlington & Quincy Railroad v. U. S., 209 U. S., 90.

The prosecution here was against the railroad for giving rebates referred to in the case of *Armour Packing Company v. U. S.*, it having been stipulated that the decision here should follow the decision in the packing-house cases.

The judgment of the court below was affirmed.

IN THE CIRCUIT COURTS OF APPEALS.

Camden Iron Works v. United States, 158 Fed. Rep., 561. (Circuit court of appeals, third circuit, eastern district Pennsylvania, January 27, 1908. Dallas, Gray, and Buffington, circuit judges.)

Defendant being indicted for accepting a rebate paid by a carrier subject to the act from a rate which had not been filed with the Commission by such carrier, the indictment was held bad. Participation by the carrier in the transportation of the property under through bills of lading at the rate shown by the tariff filed by another carrier in the through route did not show a "common arrangement" between the carriers with respect to such shipment within the meaning of the act so as to make such rate the lawful rate as against the shipper, nor render the latter subject to criminal prosecution for receiving a rebate from the carrier which had not filed or concurred in the filing of such rate.

Participation by one of several carriers in a rate named in tariffs filed by others of them is evidence of a lawful rate as against such participating carrier, but is not evidence as against the shipper.

Buffington, J., dissented, in an elaborate opinion.

Chicago, St. Paul, Minneapolis & Omaha Railway et al. v. United States, 162 Fed., 835. (Circuit court of appeals, eighth circuit, May 25, 1908. Sanborn and Adams, circuit judges, and Philips, district judge.)

The circuit court of appeals here considered an indictment against the railroad carrier and two of its officers previously found guilty in the court below of granting rebates to a grain company under the guise of "elevation allowances."

The shipments of grain covered by the indictment were carried from Minneapolis to the head of the Lakes at Duluth-Superior at the published rate of 5 cents per hundred pounds. The grain was subsequently forwarded by boat line to Buffalo, N. Y. In the course of the transfer from car to vessel an expense of one-half cent per hundred pounds was incurred by the shipper. This amount was refunded to the shipper by the railroad company, although it had never published or filed any schedule showing that it absorbed elevation charges on over-the-lakes business. The evidence showed that no discrimination was intended or practiced, and that the arrangement was made by officers of the defendant carrier in good faith, believing it to be legal and proper. The court held that the substantial elements of the offense of rebating are few. There must be (1) the granting or giving of a rebate (2) from the published and filed rates (3) for the transportation of property (4) by a carrier engaged in interstate commerce. The indictment in this case contained all these elements, sufficiently pleaded and was therefore held to be sufficient:

Was the proof sufficient to sustain the charge? * * * There is evidence tending to show that the sole purpose and object of absorbing the cost of eleva-

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tion by the railway company was to enable it to get its fair share of the initial transportation of grain destined for Lake Erie ports; that it was no part of the railway company's duty under its contract with the shipper to pay the cost of elevation, and that its duty was done and its transportation ended when the cars containing the grain were delivered at the elevator, where it could be safely and conveniently reloaded into vessels; that other lines competing with the railway company for the same business absorbed the elevation charge just as the railway company did and that it treated all alike. Let these facts be conceded and the important fact remains incontrovertible that the railway company actually received as a net result less than 5 cents per 100 pounds for all the service it could or did render the shipper, namely, for the transportation of the grain in question from Minneapolis to the end of its road at Duluth, at a time when the legal tariff and rate was 5 cents per 100 pounds. By so doing did it not, in some way, make a concession to the shipper "whereby the property was transported at a less rate than that named in the tariffs scheduled," etc.? In our opinion, the fact that other railroads competing for the over-the-lakes business absorbed the elevation charge, and that it was necessary for the defendant company to do so to secure participation in that business, can not alter the legal effect of what was done. We suppose the main reason which in times past moved railroad companies to make rebates or concessions in individual cases was to secure business for their lines, and that the spirit of competition in the race for business brought about the practice of so granting rebates and concessions. This practice, we understand, was the vice aimed at in recent legislation, which has for its main object the equalization of rates between given points for the same service. We are unable to see how the fact that no duty was imposed upon the railway company under its contract with the shipper, to pay elevation charges incident to transferring the grain from its car to the vessels on the lakes, can be of any avail to the defendants in this case. The contrary seems true to us. The fact that no such duty rested on the railway company seems to us to make against rather than in favor of defendants' contentions. If the railway company had no duty in that particular, inasmuch as the elevation service was a necessary part of the through transportation, the act done by it was a voluntary contribution of something of value to the shipper, which, in fact, reduced his outlay for transportation over the defendants' line and thereby facilitated the defendants in the accomplishment of their avowed object to secure a reasonable share of that trade. The fact that defendant railway company treated all shippers of the same class of property for the same destination alike might be important and conclusive on a charge of discrimination, but when the charge involved is granting a rebate or concession from a fixed tariff or rate in violation of a statute in clear terms making that particular act an offense, we are unable to appreciate the pertinency of evidence disclosing no violation of another and different provision of the interstate-commerce law.

After recounting the filing of the tariffs by defendants, the fact that such tariffs remained in force at the time of the transportation of the grain in question, that the shipper paid the full tariff rate and afterwards was paid a refund of one-half cent for each bushel of grain carried, and that this one-half cent refund was the amount which the shipper had been required to pay for elevation at Duluth in order to continue the transportation beyond the terminus of the defendant's line to destination, and that the refund was made pursuant to an arrangement between the defendants and the shipper and other shippers of grain in order to secure the carrier's fair share of the initial transportation of such grain, the court said:

Of these facts we understand there is no contradiction or doubt. They disclose acts intelligently performed by the defendants for an avowed purpose.

The violation, therefore, was held to be, within the meaning of the statute, "willful." The case was fairly submitted to the jury. The jury was charged that it might find the facts to be true as set forth in the indictment, and, also, that they must, in order to convict, believe that the effect of what was done was to have the grain in question "transported at a less rate than that named in

the tariffs and filed by the defendant company, the carrier;" that the defendants did the acts complained of "knowingly and intentionally" and knew "that they were departing from the rate and that the effect was to diminish the cost of the transportation of the property by the amount of that concession, and that they intended to do so."

The judgment was affirmed.

United States v. Standard Oil Company of Indiana, Fed. (Circuit court of appeals, seventh circuit, April session, 1908, Grosscup, Baker, and Seaman, JJ.)

In this decision the circuit court of appeals reversed the judgment of the court below and remanded the case with instructions that a new trial be granted.

The court held that the court below erred in regarding each carload shipped at a rate less than tariff rate as a separate offense. The court said:

The offense denounced in the statute and charged in the indictment is the acceptance by plaintiff in error of a concession in respect to the transportation of property in interstate commerce whereby such property was transported at a less rate than that named in the tariffs published and filed. The gist of the offense is the acceptance of the concession, irrespective of whether the property involved was carloads, train loads, or pounds.

The holding is that a concession is not accepted by a shipper until payment at the reduced rate is actually made and the transaction closed.

It was also held that in prosecutions of shippers proof of knowledge of the lawful rate must be made. It is not enough to prove that a rate has been posted and made available to the shipper. The Government is required to bring home to the shipper actual knowledge of the rate involved. It was also held that the court below abused its discretion by imposing a penalty in excess of the assets of the defendant.

IN THE TRIAL COURTS.

United States v. Great Northern Railway Company, 157 Fed. Rep. 288. (Circuit court, southern district, New York, June 3, 1907, Hough, D. J.)

Here defendant was indicted in February, 1907, for the payment of rebates to a shipper in 1904, upon shipments moving from New York City to Sioux City, Iowa, in 1902, pursuant to an agreement for such rebates made in 1902. The indictment was brought under the Elkins Act, which became effective February 19, 1903. In overruling the demurrer the court held:

The agreement for rebate made in 1902 was unlawful and unenforceable. The rebates can not be said to be "given" within the meaning of the Elkins Act until their actual payment, therefore the offense was committed in 1904 subsequent to the enactment of the Elkins Act and was a violation of that act. The Elkins Act continued in full force and effect after its amendment in June, 1906.

By accepting and carrying an interstate shipment on a through bill of lading carriers create a through route, the lawful rate for transportation being, in the absence of a joint rate, the sum of the published local rates. Any rebate given from such sum is a violation of the Elkins Act.

The substantive offense is the payment and receipt of the rebate. Each sum refunded from the legal rate constitutes a separate offense, although all such refunds are made pursuant to a single agreement.

The interstate commerce act is constitutional and does not deprive shippers of property without due process of law.

United States *v.* Central Vermont Railway, 157 Fed. Rep., 291. (Circuit court, southern district, New York, December 3, 1907. Hough, D. J.)

The statute of limitations for offenses against the act to regulate commerce is provided in section 1044, Revised Statutes, as amended in 1876 (U. S. Comp. St. 1901, p. 725), and is three years.

An indictment charging a railroad company with giving rebates in violation of the Elkins Act is not demurrable because it avers in separate counts different agreements for the granting of rebates to the same shipper and the payment of all of such rebates on the same day, it not appearing therefrom that there was but a single payment.

United States *v.* New York Central and Hudson River Railroad Company, 157 Fed. Rep., 293. (Circuit court, southern district, New York, December 3, 1907; on rehearing December 31, 1907. Hough, D. J.)

Section 1 of the Elkins Act sets forth two entirely separate offenses, the first being a failure of a carrier subject to the provisions of the interstate-commerce act to file and publish the tariffs required by said act or strictly to observe the same; and the second being the soliciting, accepting, or receiving by such a carrier of any rebate whereby any property "shall be transported at a less rate than that named in the tariffs published and filed by such carrier." In order to constitute an offense under the second provision, the tariff charged to have been violated must be one published or filed by the defendant charged, and it is not sufficient that in the case involved such defendant participated in a through rate published and filed by another carrier where it had not itself published or filed it.

United States *v.* Vacuum Oil Company; 3 cases same *v.* Standard Oil Company of New York; 3 cases same *v.* Standard Oil Company of New York et al. (158 Fed. Rep., 536, district court, western district New York, January 4, 1908. Hazel, D. J.)

In a prosecution of a shipper for receiving rebates or concessions in violation of section 1 of the Elkins Act, it is sufficient for the indictment to allege the establishment of a rate between the terminal points of the shipments by the carriers transporting the same. The indictment need not aver the route over which the shipment was actually made.

The indictment need not specifically charge the actual payment of the unlawful lower rate conceded, although proof of such payment may be given on the trial. There is a material distinction between the payment of a rebate to a shipper and the acceptance by the latter of a concession or unjust discrimination. The actual turning over of the money representing the lower tariff rate is not the important element of the offense, and the concession or unjust discrimination may be given and accepted which does not necessarily involve the payment of the fixed rate or the forwarding of the freight at a lower rate than that published and filed. If the Government should fail to prove the payment at the lower rate, it would perhaps have a material bearing upon the unlawful intent, but prima facie the offense was consummated when the property was transported at the unlawful rate, and the payment of the rate, when, by whom, how, and under what circumstances is not deemed an essential allegation.

The fact that the rebate charged was given by a railway whose line was situated entirely within the state of New York is no defense to the charge of receiving a rebate in violation of the act to regulate commerce, when such rebate was actually given out of the rate charged for the transportation of goods moving in interstate commerce.

The charge being that defendant has accepted a concession from the legal rate in respect of the transportation of certain carload shipments, the merchandise being transported in carload lots, the tariff being fixed upon such shipments, and shipments being made on different days, each carload shipment is properly made the subject of a separate count in the indictment.

The Elkins Act is not a violation of the fifth amendment because it subjects a shipper to criminal prosecution for accepting a concession from a rate published and filed without permitting him as a defense to show that the established rate was extortionate and unreasonable and that the rate paid was reasonable.

United States *v.* Williams, 159 Fed. Rep., 310. (District court, northern district, Alabama, March 14, 1908. Hundley, D. J.)

The defendant in the above case was an employee of a carrier subject to the act. As such he was entitled to and did receive a pass providing for his transportation interstate. This pass he delivered to one Dan Pounds, who was not under the law entitled to use or receive the pass, but who did use the same by traveling thereon over the said railroad between Memphis, in the state of Tennessee, and Birmingham, in the state of Alabama.

Defendant was charged with aiding and abetting Pounds unlawfully to use and travel on a free pass.

In overruling a motion to strike the indictment from the files, the court held that although the pass was legally issued in the first place its use by a third person not entitled to receive passes constituted a violation of the act, and that all persons aiding and abetting in such use were liable as principals for the crime so committed.

After the above ruling the defendant entered a plea of guilty and was fined \$100.

THE SAFETY-APPLIANCE LAW.

This law is directed, as its name implies, to the equipment with and maintenance of certain mechanical appurtenances to rolling stock employed in the transportation of interstate commerce. These appliances are couplers coupling automatically by impact and capable of being uncoupled without the necessity of men going between the ends of the cars; secure grab-irons or hand-holds; and power air-brake systems by which the speed of trains can be regulated from the cab of the locomotive. The object of the act, primarily, is the protection of life and limb of railroad employees, but their safety is so intimately associated with the welfare of the traveling public that Congress indirectly had in mind the safeguarding of passengers no less than that of railroad operatives. The duties of such employees necessarily involve them in constant peril. The personnel of the American railroad employees, both numerically and from the viewpoint of individual character, constitutes a magnificent portion of American citizenship. It would seem, therefore, that their well-being is a subject no less worthy of judicial consideration and conservation than the property rights of their employers.

The railroads, however, are inclined to lay much stress upon the sanctity of property interests. They contend that the safety-appliance

act is penal in its nature and that it should, for that reason, be strictly construed. They seek to justify their violations of the law by pleading ignorance as to the condition of their equipment or want of intention on their part to disobey the statute. It is, on the other hand, the understanding of the Commission that the law should be so liberally, or at any rate so reasonably, construed as to carry out the objects for which it was enacted. And it is its belief that these objects can be effected only by holding the carriers subject to the act to a strict accountability for their violations of its provisions. Such a requirement is entirely in keeping with the dictates of justice. It is far better that a penalty, even though it may seem harsh, should be assessed against a carrier than that countenance should be given to a construction of the act in accordance with which the railroads may become careless in respect to the safety of their employees and of the traveling public.

As stated in previous reports of the Commission, considerable difficulty was encountered in executing the safety-appliance law as originally enacted. This was due in part to the fact that the law was applicable, apparently, only to cars or equipment loaded with or hauling interstate commerce. In order to prove that a car in a particular instance was loaded with or engaged in interstate commerce, it was necessary to produce the railroad waybills and memoranda covering the shipment in question. Without these documents it was frequently impossible to determine whether or not there had been a violation of the law. This situation was materially improved by the amendment to the original act, by which it is made applicable to every railroad failing to equip and maintain in accordance with the law not only such of its cars as may be loaded with and carrying interstate commerce, but also such of its equipment as may be engaged in the movement of intrastate traffic, provided such equipment is being used in connection with cars engaged in interstate commerce. In other words, the law as amended comprehends: (1) All cars and equipment actually used in the transportation of interstate commerce. (2) All cars and equipment used in connection with cars or equipment engaged in the transportation of interstate commerce. (3) All cars and equipment hauled by a carrier engaged in interstate commerce.

This latter provision of the law received judicial interpretation in the case of *United States v. Baltimore & Ohio Southwestern Railroad Company*, in which Judge Humphreys held (no opinion being written) that it was unlawful for a railroad company to haul upon rails which are being constantly used in interstate commerce a train having in its equipment less than the required percentage of power brakes. And in the case of *United States v. Wheeling & Lake Erie*

Railroad Company, decided June 16, 1908, by the district court of the United States for the northern district of Ohio, Judge Tayler said:

All of the cars used by a railroad engaged in interstate commerce, in the natural course of their use, are instrumentalities of interstate commerce; whether they carry interstate traffic themselves or are hauled in a train which contains interstate traffic the effect is the same. They stand in a certain and important relation to that interstate commerce over which Congress has control, and it is quite apparent that Congress * * * would necessarily have a regard for the cars which the interstate-commerce railroad had in use.

Several other important decisions have tended to the same conclusion. In a recent case involving the constitutionality of the safety-appliance law, *United States v. Southern Railway Company*, not yet reported, Judge Hundley, of the United States district court for the northern district of Alabama, held that Congress is within the powers granted to it by the Constitution even in going "beyond the general regulations of commerce which it is accustomed to establish" and in descending "to the most minute directions, if it shall be deemed advisable." The court said further that "to whatever extent ground shall be covered by those directions (of the Federal Government) the exercise of state power is precluded," and closed his opinion with the following statement:

They [the cars] were hauled over a portion of an interstate highway and by a common carrier engaged in interstate commerce. Congress has said that no vehicles shall be used on this interstate highway which are in the condition alleged in the petition. Whether this interstate highway is used in the hauling of vehicles in the condition alleged in the petition from a point in one State to a point in another State, or between points entirely within the same State, is immaterial in the application of the safety-appliance statutes.

As far as equipment is concerned, obviously there can be but one control over railroads engaged in interstate commerce, namely, that of the National Government. In fact, the consensus of legal authority now seems to hold that this is true. A ruling to this effect was recently handed down by the supreme court of Wisconsin in the case of *Wisconsin v. Chicago, Milwaukee & St. Paul Railway Company*, decided September, 1908. This was a suit involving the Wisconsin statute requiring railroads to report the hours of service of their employees. The state legislation was declared to be unconstitutional as covering ground already occupied by a federal statute, to which it must yield.

A question of fact that should also be borne in mind in this connection is that railroads never have and presumably never will segregate the cars employed in interstate traffic from such of their equipment as they may use in intrastate transportation. In fact, this suggestion arises only when a prosecution is instituted against some particular carrier, and then only as a technical defense to such action. Railroad employees are not engaged to carry on respectively "state"

and "interstate" business, and the rules and orders promulgated by railroad companies apply alike to interstate and intrastate commerce. That carriers do not maintain distinct intrastate and interstate lines of road, cars, and equipment, or employ different forces of men to operate the same, respectively, is further evident from the fact that in every instance in which the railroads have called upon the Commission for an extension of time in which to make their equipment conformable to the requirements of the act such requests, without exception, have had reference to all their equipment. "State" as distinct from "interstate" cars have never been mentioned in these petitions. Furthermore, the reports made by the railroads from time to time, as to the progress they were making toward compliance with the law, invariably mentioned all their equipment.

Since the rendition of our last report, the courts have, by clear and far-reaching decisions, materially aided in the enforcement of the law. The most important decision relating to the subject is that rendered by the Supreme Court of the United States in the case of *St. Louis, Iron Mountain & Southern Railway Company v. Taylor, admx.*, 210 U. S., 281, in which Mr. Justice Moody, speaking for the court, said:

The Congress, not satisfied with the common-law duty and its resulting liability, has prescribed and defined the duty by statute. We have nothing to do but to ascertain and declare the meaning of a few simple words in which the duty is described. It is enacted that "no cars, either loaded or unloaded, shall be used in interstate traffic which do not comply with the standard." There is no escape from the meaning of these words. Explanation can not clarify them, and ought not to be employed to confuse or lessen their significance. The obvious purpose of the Legislature was to supplant the qualified duty of the common law with an absolute duty deemed by it more just. If the railroad does, in point of fact, use cars which do not comply with the standard, it violates the plain prohibitions of the law, and there arises from that violation the liability to make compensation to one who is injured by it.

* * * * *

Where an injury happens through the absence of a safe drawbar, there must be hardship. Such an injury must be an irreparable misfortune to some one. If it must be borne entirely by him who suffers it, that is a hardship to him. If its burden is transferred, so far as it is capable of transfer, to the employer, it is a hardship to him. It is quite conceivable that Congress, contemplating the inevitable hardship of such injuries, and hoping to diminish the economic loss to the community resulting from them, should deem it wise to impose their burdens upon those who could measurably control their causes, instead of upon those who are in the main helpless in that regard. Such a policy would be intelligible and, to say the least, not so unreasonable as to require us to doubt that it was intended, and to seek some unnatural interpretation of common words.

Notwithstanding this strong opinion by the Supreme Court, however, many of the railroads which have been prosecuted by the Commission for using cars with defective coupling appliances have controverted the obligatory force of the statute. They have attempted

to secure decisions which would distinguish between a remedial action such as the Taylor case, which was a suit to recover damages for personal injuries, and a proceeding instituted by the Government to collect a penalty from a railroad using appliances defective within the terms of the statute. In the latter class of cases they have endeavored to have a ruling made to the effect that the provisions of the statute are satisfied with the exercise of reasonable diligence in the maintenance of safety appliances, and that due care in making inspections suffices to prevent the imposition of the penalties, even in cases where the appliances may be out of order. Such a holding would have seriously impaired the efficiency of the law, and it would have been almost impossible to secure evidence satisfactory to a jury if a standard so uncertain should have been sustained by the courts. In a few instances such contention has been upheld, but the great current of judicial authority during the year has vindicated the view of the Commission that the law is absolute, both as to remedial actions and actions for the recovery of penalties; and that it requires not only the original equipment of cars, but the continuous maintenance of such equipment in operative condition. And it is now practically established that an unqualified liability devolves upon the railroads for any condition of unrepair of the statutory appliances.

In *United States v. Atchison, Topeka & Santa Fe Railway Company*, 163 Fed. Rep., 517, the circuit court of appeals for the eighth circuit said:

It is now authoritatively settled that the duty of the railway company, in situations where the congressional law is applicable, is not that of exercising reasonable care in maintaining the prescribed safety appliances in operative condition, but is absolute.

Indeed, a survey of the entire statute leaves no room to doubt that all violations thereof are put in the same category, and that whatever properly would be deemed a violation in an action to recover for personal injuries is to be deemed equally a violation in an action to recover a penalty.

The following cases, decided since the submission of the last annual report, have sustained the law as absolutely mandatory upon the railroads, both as to the equipment, in the first instance, with and the maintenance in operative condition of safety appliances:

United States v. Wabash Railroad Company, eastern Illinois, November, 1907, Judge Wright, not yet reported.

United States v. Lehigh Valley Railroad Company, eastern Pennsylvania, Judge McPherson, motion for new trial. (162 Fed. Rep., 410.)

United States v. Philadelphia & Reading Railway Company, eastern Pennsylvania, Judge McPherson, motion for new trial. (162 Fed. Rep., 403-405.) The original decision is reported in 160 Fed. Rep., 696.

United States *v.* Pennsylvania Railroad Company, eastern Pennsylvania, Judge McPherson. (162 Fed. Rep., 408.)

United States *v.* Atchison, Topeka & Santa Fe Railway Company, circuit court of appeals for the eighth circuit. (163 Fed. Rep., 517.)

United States *v.* Denver & Rio Grande Railroad Company, circuit court of appeals for eighth circuit. (163 Fed. Rep., 519.)

United States *v.* Terminal Railroad Association, eastern Missouri, June, 1908, Judge Dyer, not yet reported.

United States *v.* Oregon Short Line Railroad Company, Idaho, June, 1908, Judge Dietrich, not yet reported.

United States *v.* Wheeling & Lake Erie Railroad Company, northern Ohio, June, 1908, Judge Tayler, not yet reported.

United States *v.* Atchison, Topeka & Santa Fe Railway Company, southern California, June 6, 1908, Judge Welborn, not yet reported.

United States *v.* Cincinnati, Hamilton & Dayton Railway Company, northern Ohio, June, 1908, Judge Tayler, not yet reported.

Chicago, Milwaukee & St. Paul Railway Company *v.* United States, circuit court of appeals for eighth circuit, not yet reported.

The railroads have in many instances confessed judgment, but a great majority of the cases have been aggressively defended.

With the possible exception of power brakes, the condition of safety appliances is steadily improving. By an order of the Commission, effective August 1, 1906, the minimum percentage of power-braked cars to be used in trains was increased to 75 per cent, and it was further ordered that "all power-braked cars in every such train which are associated together with said 75 per centum shall have their brakes so used and operated." As a result of the requirement of the Master Car Builders' Association that all cars offered in interchange shall be equipped with air brakes, practically all cars are now so equipped. It necessarily follows, therefore, that all such brakes must be in operative condition in order that the law may be complied with. The importance of maintaining all brakes in operative condition is thus clearly apparent; that this has not been done may be due to misapprehension by railway officials concerning the actual requirements of the law.

The records of the Commission show a gratifying decrease in the number of railway employees injured while engaged in coupling operations. This beneficent result is due almost entirely to the legislative regulation of couplers, and presents a cogent argument for an extension of the law to include the automatic coupling of brake, steam, and signal hose. As indicated in the last report, automatic hose couplers have passed the experimental stage and are now in use on some railways. A suggestion is also made as to the desirability of legislation requiring uniformity of location and application of ladders, sill steps, hand-holds, and kindred appliances. The Master Car Builders' Association in its Standards and Recommended Practices recognizes the expediency of this standardizing principle, and legislation along

the lines of their endeavors would accomplish excellent results. There is also an imperative need for regulation governing cars that are equipped both with hand and power brakes, operating in opposition to each other. Any action by the Congress looking to this end will be of great and lasting value in promoting the safety of lives, limbs, and property.

During the present year there have been transmitted to the various United States attorneys 276 cases, involving 1,117 distinct violations of the law. Six hundred and seventy-five of these violations are now pending. Two hundred and two counts have gone to trial, of which 162 have been decided in favor of the Government and 3 of which are not yet decided. Thirty-seven have resulted in adverse decisions, of which 31 are now in process of appeal. Two hundred and eleven counts, aggregating \$21,100, have been confessed by the railroad companies; and complaints in 29 cases have been dismissed on account of technical defects.

Since the enactment of the law there have been sent to the United States attorneys 597 cases, comprising 2,395 separate violations, and penalties amounting to more than \$100,000 have been recovered. The law is now so well established that it is confidently believed that it will result at no distant date in carrying out to the fullest extent the views of Congress in its enactment. There have been reported during the past twelve months only about half as many violations as were filed during the preceding year. Prosecutions under the safety appliance act are being vigorously pursued, and each decision tends the more strongly to fortify the efforts of the Commission in its enforcement.

In this connection it should be stated that the Attorney-General and the Department of Justice have rendered valuable assistance to the Commission, and that they have at all times heartily cooperated in the execution of the law.

Following is a brief summary of the main points decided by the federal courts in recent important decisions construing the safety appliance acts:

On September 27, 1907, the district court for the northern district of Alabama held that it is incumbent upon the plaintiff in safety-appliance cases to prove its case by a preponderance of the evidence. It need not show the facts constituting a violation beyond a reasonable doubt. 157 Fed. Rep., 893. When the evidence shows that one end of a car was not provided with a coupler, but that the other was so provided, and if the employee was standing on a certain side of the car he could make a coupling without going between the cars, but could not make this coupling if on the opposite side, this is not a compliance with the law.

The district court for the northern district of Illinois on November 20, 1906, declared that if diligence on the part of an interstate car-

rier to provide and maintain its equipment in accordance with the requirements of the safety-appliance acts be recognized as a defense to an action to recover the prescribed penalty for operating a car not so equipped, it must be the highest form of diligence and care. 157 Fed. Rep., 565. Where a defendant railroad company received a car and moved it over its line but a few miles, when the coupler was found to be inoperative, it has the burden of proof to show that it made proper inspection of the car when received, and that the defect did not then exist.

The district court for the district of Nebraska on December 30, 1907, decided that the effect of the amendment of 1903 to the original safety-appliance act of 1893, as amended in 1896, is to leave no room for distinction between hauling a car actually engaged in interstate commerce and hauling one that is generally used in moving interstate traffic, although actually not so engaged at the time when the offense is charged as being committed. 157 Fed. Rep., 616. The mere hauling of an empty car from one State to another, even though it may be for the purpose of repairing a defect, is engaging in interstate commerce. As an engine is a car within the safety-appliance statute, when such engine is engaged in interstate commerce, any car or cars attached to that engine are used in connection with a car which is engaged in interstate commerce, and consequently come within the amendment of March 2, 1903.

On January 23, 1908, the district court for the northern district of Illinois said an intrastate belt railroad which accepts for transfer between different trunk lines cars loaded with interstate traffic is subject to the safety appliance acts, even though its rails lie wholly within the confines of a single State. This decision has not yet been reported.

The district court for the western district of Missouri decided on February 21, 1908, in a case not yet reported, that the placing of a "bad order" card on a car as notice to the employees that the car is defective does not prevent the movement of the car in a defective condition from being unlawful.

It appeared in a case decided by the district court for the district of Nebraska on February 21, 1908, that the defendant, in connection with the business of furnishing facilities for stock yards, operates 35 miles of railroad, over which are hauled all cars offered for shipment by any industry located on the line of the railroad, and all cars consigned to any such industry, and also cars from one railroad to another in course of shipment from one State to another, for which an arbitrary switching charge is made. The court, in 161 Fed. Rep., 919, held that such defendant in operating its railroad is a common carrier engaged in interstate commerce within the safety-appliance acts.

On March 3, 1908, the circuit court of appeals for the sixth circuit decided that where a car loaded with lumber and shipped from another State had not been delivered to the consignee at the time it was stopped in a railroad yard at destination and placed on a side track for repairs to the automatic coupler, which had become defective, the stoppage in the yard was an incident to the transportation, so that the car was still engaged in interstate commerce at the time the plaintiff was injured while endeavoring to move it in conducting switching operations on such track, before the repairs had been made, within the safety-appliance acts. 158 Fed. Rep., 931. The court further declared that while the safety-appliance acts impose on the carrier the absolute duty of equipping its cars with automatic couplers in the first instance, and thereafter keep them so equipped, the carrier is only required to use reasonable care after the cars have been so equipped to keep such automatic couplers in repair.

On March 17, 1908, the district court for the eastern district of Pennsylvania held that where a car which had been at rest at a station for a period of time is taken out upon the road in a defective condition the carrier is liable for the penalty. 160 Fed. Rep., 696. It is wholly immaterial whether the defendant knew of the defect or could have ascertained its condition by the exercise of reasonable care. In such a case the carrier must find the defect at its peril.

The district court of the southern district of Alabama, in 162 Fed. Rep., 185, decided on April 9, 1908, that the safety-appliance acts require that cars be equipped with couplers which can be automatically coupled and which can be uncoupled without the necessity of a person going between the ends of the cars on that side which said person might be.

On May 6, 1908, the district court for the northern district of Iowa, in 162 Fed. Rep., 775, made the following findings: Inspectors in the employ of this Commission are not required to inform the employees of the defendant when they make the inspection of the cars sued upon of the defects found in the appliances. The jury should not discredit their testimony, because the inspectors did not so inform the employees of defendant. If a defect to a safety appliance occurs during the time a car is being hauled, the defendant is required to immediately repair such defect and put it in a condition of safety, if the defendant can do so with the means and appliances at hand at the time and place when and where an inoperative condition is discovered, or when such condition could have been discovered by the exercise of reasonable care on the part of its employees charged with that duty. If the defendant did not at such time and place have the requisite means to repair such defect, then it has the right, without incurring the penalty of the law, to haul such car to the nearest repair point where such defects can be repaired. In order to include any car in the 75 per cent in each train required

by the order of the Commission to be operated by air brakes, it is not sufficient that the car be equipped with train brakes, but the brakes must be in such condition as to be under the control and operation of the engineer of the locomotive drawing the train. The fact that a car is hauled wholly within the State of Iowa by the defendant is not material if in the same train the defendant hauled other cars loaded with interstate traffic.

The district court for the eastern district of Missouri on June 3, 1908, in an unreported opinion, decided that it makes no difference under the law whether the chains were broken actually in the links or were disconnected; they were, in point of fact, inoperative, and if the railroad company permitted the cars to be hauled while the couplers were inoperative, then under the statute it is guilty.

The district court for the district of Idaho, on June 4, 1908, said, in a case not yet reported, that in order to constitute a cause of action under section 6 of the safety-appliance act, it is not incumbent upon the plaintiff to charge that the defendant knowingly or negligently hauled or used the defective car.

On June 16, 1908, the district court for the northern district of Ohio, in an unreported case, decided that all the cars used by a railroad engaged in interstate commerce in the natural course of their use are instrumentalities of interstate commerce; whether they carry interstate traffic themselves or are hauled in a train which contains interstate traffic, such cars are impressed with an interstate character. In order effectively to protect the employee engaged in handling a car loaded with interstate traffic, Congress may lawfully regulate the appliances used on every car upon which such employee is employed. It is not necessary that the petition in an action to recover the statutory penalty under the safety-appliance act allege that the defect in the car was due to any want of ordinary care upon the part of the defendant. The decision of the United States Supreme Court, 210 U. S., 281, followed.

The circuit court of appeals for the eighth circuit, on April 23, 1908, decided that where an employee discovered that the automatic couplers on the ends of the cars sought to be coupled would not work by means of the lever on the side of one of the cars, it was the employee's duty to cross over and use the lever on the other car to operate the coupler, instead of attempting to do so by hand, and it was no excuse for his failure so to do that it was dangerous to cross between the cars to the other side of the track. 161 Fed. Rep., 719. The court further said in this case:

It is the duty of him who works with such appliances to give them a fair and reasonable trial before going into a place where life and limb are in jeopardy; otherwise, the well-known tendency, born of familiarity with danger, to do a thing the easier rather than the safer way, will frustrate the beneficent purposes of the act of Congress and deprive it of much of its potency.

The district court for the northern district of Alabama, on September 25, 1908, held that the federal safety-appliance acts are constitutional, and that the principle decided in the employer's liability cases was not decisive of the issues of this case. In the former case the statute under consideration was addressed to individuals or corporations engaged in interstate commerce, whereas in this case the statutes are addressed alone to the use of an instrument of interstate commerce, that is, an interstate railroad highway.

The court further declared that railroads engaged in interstate commerce are subjects of such commerce, national in their character, requiring uniformity of regulation, and the power of Congress over the same is exclusive. A failure to provide vehicles with the safety appliances required by the acts is a violation thereof, when the trains and cars are operated over any portion of their highways, even though that portion be from a point within a State to another point within the same State; since Congress has authority by virtue of its police power to provide for the protection of railroad employees and the traveling public by prescribing safeguards for vehicles used over an interstate highway or any portion thereof.

The United States circuit court of appeals for the eighth circuit, on November 27, 1908, decided that the hauling by a railroad company from one State to another of a car not equipped with the required safety appliances, upon its own trucks, as a part of a train of other cars moving in interstate commerce, is a use of the defective car in violation of the act of Congress, though it is empty and is being transported to a repair shop in the State of its destination. The court further held in this case that the duty of a carrier under the statute is an absolute one and is not discharged by the exercise of reasonable care. The case of *St. Louis, Iron Mountain & Southern Railway Company v. Taylor*, 210 U. S., 281, was cited and followed.

In addition to the foregoing the supreme court of Minnesota, on April 16, 1908, declared that when a coupler refuses to work it is not contributory negligence per se for a brakeman to go between the moving cars for the purpose of ascertaining the trouble; and that the violation by a brakeman of a rule of a railroad company which has been customarily disregarded under circumstances from which notice to the company may be inferred is not per se contributory negligence.

THE HOURS OF SERVICE LAW.

The federal hours of service act was approved March 4, 1907, to become effective one year from the date of its enactment.

The incidents immediately preceding the passage of the act and the circumstances connected with and surrounding its adoption leave little doubt as to the purpose of Congress to minimize the dangers

incident to railroad travel, by preventing men from being overworked. Of course the period for which railroad employees may, without hardship, perform their duties varies with their physical condition, but the hours of service prescribed by the act are such as the legislature has, from experience and observation, learned that men of their calling and in the ordinary state of health may consistently observe.

The object of the act therefore is to limit the periods of time in which railroad employees may be required or permitted to remain on duty.

Just prior to March 4, 1908, there was a concerted effort on the part of certain railroads, some 56 of them filing formal petitions, to secure an extension of the time within which they should comply with the law. The provision of the statute pursuant to the terms of which these requests were filed is as follows:

Provided further, The Interstate Commerce Commission may, after a full hearing, in a particular case, and for good cause shown, extend the period within which a common carrier shall comply with the provisions of this proviso as to such case.

The Commission, after full hearing as prescribed by the act, decided that the carriers had failed to establish the "good cause," prerequisite to the extensions desired, and their petitions were, therefore, on March 2, 1908, in all instances denied.

The law became effective on the 4th of March, 1908.

Questions immediately arose as to its proper interpretation. With a view to explaining, in so far as possible, those features of the act which might be claimed to be ambiguous, the Commission issued the following administrative rulings:

SECTION 1.

The law is applicable to every common carrier subject to the act to regulate commerce and to every employee concerned in the physical operation of such company's trains.

SECTION 2.

The requirement for ten consecutive hours off duty applies only to such employees as have been on duty for sixteen consecutive hours.

The requirement for eight consecutive hours off duty applies only to employees who have not been on duty sixteen consecutive hours, but have been on duty sixteen hours in the aggregate out of a twenty-four-hour period.

A telegraph or telephone operator who is employed in a night and day office may not be required to perform duty in any capacity or of any kind beyond nine hours of total service in any twenty-four hour period.

A twenty-four-hour period begins when the employee goes on duty after an interim of not less than eight consecutive hours off duty.

Time "on duty" includes the entire period of service or responsibility therefor.

A "week" means a calendar week, beginning with Sunday.

SECTION 3.

The exemptions prescribed by this section contemplate only such accidents as could not by the exercise of diligence on the part of the carriers, their agents, or officers, have been anticipated and prevented.

Employees performing excess service are not liable to the penalties provided by the act.

Employees unavoidably delayed by reason of causes that could not, at the commencement of a trip, have been foreseen, may lawfully continue on duty to the terminal or end of that run.

SECTION 4.

In the enforcement of this act the Commission has all the powers granted to it by the act to regulate commerce.

Employees "deadheading" on trains for the operation of which they are not responsible are not "on duty" within the meaning of the law.

The duty next developed upon the Commission, to which was intrusted the execution of the law, to ascertain whether or not its provisions were being observed. Two means to this end were available: One through the secret investigations of government inspectors; the other through reports under oath, filed with the Commission by the carriers subject to the act, setting forth the reasons which the carriers claim, under the terms of the law, excused the requirement of service beyond the statutory period.

The latter method was adopted by the Commission as being more in consonance with American ideas and institutions.

Accordingly, on the 3d of March, 1908, the Commission issued an order requiring all railroads subject to the act to report, under oath, within thirty days after the end of each month, beginning with the month of April, 1908, every instance in which their employees had been on duty for longer periods than those prescribed by the statute.

The railroads generally throughout the country have acquiesced in the ruling of the Commission, and are now fulfilling this requirement. Eleven of these carriers—the Baltimore & Ohio Railroad Company; the Philadelphia & Reading Railway Company; the Pennsylvania Railroad Company; the New York, Ontario & Western Railway Company; the New York, New Haven & Hartford Railroad Company; the New York Central & Hudson River Railroad Company; the Lehigh Valley Railroad Company; the Huntingdon & Broad Top Mountain Railroad & Coal Company; the Delaware, Lackawanna & Western Railroad Company; the Central Railroad Company of New Jersey; and the Boston & Maine Railroad—have instituted injunction proceedings to restrain the efforts of the Commission to enforce the law. They claim that through "oversight, inadvertence, or mistake" violations of the statute must necessarily occur, and contend that they can not be compelled to make the reports of such violations as demanded by the Commission.

To the present date argument has been heard in only one of the cases, that instituted by the Baltimore & Ohio Railroad Company,

which was held at Richmond, Va., on the 17th of November, 1908. A decision in that proceeding has not yet been rendered.

The carriers which have declined to comply with the order of the Commission justify their action upon the alleged inadequacy of power vested in the Commission. Their sole contention is that the fourth section of the act, which provides that—

* * * All powers granted to the Interstate Commerce Commission are hereby extended to it in the execution of this act,

does not give to the Commission the power to require reports.

It is understood, and so maintained by the Commission, that Congress, in using this expression intended to confer for the enforcement of the hours of service law each and every power heretofore granted to the Commission; that inasmuch as the act to regulate commerce empowers the Commission, in the administration of that law, to require reports under oath, a similar authority may lawfully be exercised by the Commission in the execution of the hours of service law.

Another criticism in regard to the act under consideration has reference to section 3 thereof, that—

The provisions of this act shall not apply in any case of casualty or unavoidable accident, or the act of God.

Presuming upon these exceptions, carriers have endeavored to explain their failures to comply with the law by a variety of reasons which, in the opinion of the Commission, are not emergencies such as were contemplated by Congress in the drafting of the statute. Among these excuses may be mentioned "leaky valves," "hot boxes," "draw-heads pulled out," "engine failures" from various causes not explained, "broken air hose," etc., some of which have resulted in detaining men on duty for continuous periods of more than forty-one hours.

It is respectfully suggested that the law in this particular should, so far as possible, be made specific, so as to restrict the exercise on the part of carriers of discretion in determining whether or not a given incident is a "casualty" or "unavoidable accident" within the meaning of the act; or that some one should be designated and empowered to decide all such questions.

While the Commission is practically convinced that the act in its present form confers upon it all the power necessary to effect the objects for which it was adopted, still its terms are susceptible of more than one interpretation. Hence controversies must necessarily arise and while such questions can, of course, after the usual period of litigation, be judicially determined, their settlement by such means will entail a large expense upon the Government, as well as considerable delay in attaining the full measure of benefit which the law should reasonably afford. It is therefore desirable that Congress should, by a few lines of explanation, so clarify the situation as authoritatively to settle most of the questions that may arise.

Since the enactment of the hours-of-service law the validity of state legislation on the same subject, as affected by the federal law, has been considered by the highest courts of Missouri and Wisconsin, and also by a court of Arkansas, respectively, and the laws of those States governing the hours of railroad employees have been held to be unconstitutional.

It was also decided by the supreme court of Montana that upon the national law going into effect the state law became invalid. While other courts that have considered the subject have held that the passage of a state law, even prior to the date on which the federal statute became effective, was an unconstitutional invasion of federal supremacy.

These decisions are of marked significance as indicating the position of the courts of the several States upon this important subject and as tending to show that it is a question the effective solution of which devolves upon the National Government.

The hours of service law is of undoubted value, and it will in time conduce most strongly to the promotion of public safety. This splendid result, however, will be deferred until its terms have been made more certain and clear and the questions arising from its construction authoritatively settled, either by judicial interpretation or by the more expeditious method of supplemental legislation.

In conclusion it may be stated that satisfactory results have followed the efforts of the Commission to secure, by correspondence with carriers, compliance with the spirit of the law. Almost without exception the carriers have adapted their practices to the interpretation of the law announced by the Commission.

BLOCK SIGNAL AND TRAIN CONTROL BOARD.

This board, the appointment of which by the Commission was announced in our last annual report, consists of Messrs. M. E. Cooley, Azel Ames, F. G. Ewald, and B. B. Adams. Its function is to investigate and where desirable to test (1) block-signal systems, (2) devices for the automatic control of trains, and (3) any other device designed to promote the safety of railroad operation. This last feature of the work (3) has only just been begun, the authority for this branch of the investigation having been given by the sundry civil appropriation act approved May 27, 1908. The board has met each month in Washington, usually having a two days' session, at which times the reports on devices submitted for examination are finally considered and approved; and hearings are given to inventors and others desiring to appear before the board to explain their devices. In addition to the regular meetings in Washington, the members have made studies and investigations in various places. It has examined descriptions of 371 inventions and alleged inventions, and has com-

pleted its reports on about half of these. Very few of these proposed devices have been actually constructed, and only 12 plans, devices, or processes have been found by the board to be of sufficient merit to warrant it in giving them any encouragement. Of these, 4 have been installed, or soon will be installed, for test.

The annual report of the board to the Commission will appear as an appendix to this report, and to that reference should be made for further particulars of what is here briefly summarized. The board has devoted its time mainly to the subject of automatic stops (subject No. 2), because that is one on which knowledge is desired, whereas block signals (subject No. 1) have been developed and are well known, and, in dealing with automatic stops, new and untried devices have afforded the most extensive field for the reason that those which are in use (in subways and on elevated lines, in cities, where the adverse conditions of ordinary railroad service do not exist) are either not adapted for use on roads carrying on a miscellaneous traffic or have not been offered to the board for consideration.

Rather slow progress has been made in the preparation of the test installations which have been begun, and no results are likely to be reported for several months. It may be said, however, that no satisfactory report could be made before April in any event, as the behavior of the apparatus under severe winter conditions is one of the main points on which information is desired.

An important part of the board's work during this year has been the investigation, by a committee sent abroad for the purpose, of European signal and train-control apparatus and practice, the report on which is appended to the board's annual report.

Though the board has devoted its time mainly to automatic stops, it has kept itself fully informed on block signaling generally, as will be seen by those parts of its report which deal with this subject. It appears that the telegraph block system, which is used on a far greater length of railroad than the automatic system, is not in all cases maintained according to the highest standards, and that during the past year changes have been made in the arrangement of block-signal stations which may be found to demand investigation. The board will keep itself informed on this matter and also on the other subjects referred to in its report concerning which the public should have knowledge.

What the block signal and train control board has done, therefore, may be summarized as principally (1) the giving of authoritative opinions on a large number of plans and devices which were supposed by their inventors to have decided merit, but which in fact were, for the most part, substantially without value; (2) the systematic investigation or supervision (or the beginning of such supervision) of a very few inventions, now about to be tried, which

promise to demonstrate the reliability of certain classes of automatic train-stopping apparatus; and (3) the beginning of necessary inquiries concerning the present practices of the railroads in block signaling.

Under an order issued by the Commission the board has gathered and compiled statistics showing the mileage of railroad operated by the block system in the United States as of January 1, 1908, published in pamphlet form, and is now engaged in gathering similar statistics as of January 1, 1909.

The board, as before mentioned, indorsed a year ago the recommendation of the Commission that legislation be enacted looking to the compulsory use of the block system. As has been pointed out many times, the block system embodies the only correct theory of spacing trains, and the argument for its introduction therefore is not affected by variations in practice or the good or bad quality of the service or even by pronounced faults in management (such as have been found in certain localities within the past year); for whatever may be the defects or deficiencies found in block working, investigation always shows that the same causes are calculated to produce worse results under the time-interval system.

RAILWAY ACCIDENTS.

In the year ending June 30, 1908, there was a remarkable falling off in the number of casualties to both passengers and employees, due to some extent to diminished traffic on railroads generally. As appears from the following summary the number of passengers killed in train accidents was 165 in 1908, as compared with 410 for the previous year. There is also a gratifying decrease in the number of employees killed and injured. The number of employees killed in coupling accidents shows a reduction of 20 per cent from the previous yearly record.

Casualties to passengers and employees, years ending June 30.

	1908.		1907.		1906.		1905.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers:								
In train accidents.....	165	7,430	410	9,070	182	6,778	350	6,498
Other causes.....	241	5,215	237	4,527	236	4,407	187	3,542
Total.....	406	12,645	647	13,597	418	11,185	537	10,040
Employees:								
In train accidents.....	642	6,818	1,011	8,924	879	7,483	798	7,052
In coupling accidents.....	239	3,121	302	3,948	311	3,503	243	3,110
Overhead obstructions, etc.....	110	1,353	134	1,591	132	1,497	92	1,185
Falling from cars, etc....	668	11,735	790	12,565	713	11,253	633	9,237
Other causes.....	1,699	33,317	2,116	35,661	1,772	31,788	1,495	24,842
Total.....	3,358	56,344	4,353	62,689	3,807	55,524	3,261	45,426
Total passengers and employees.....	3,764	68,989	5,000	76,286	4,225	66,709	3,798	55,466

Attention is again called to the necessity of legislation authorizing an investigation of train accidents, as provided by House bill 17979 of the first session of the present Congress. The obvious purpose of collecting and publishing accident statistics is to throw light, if possible, on the question of preventive measures for the future. It is evident, however, that most of the facts given in the reports made to the Commission under the provisions of the accident report law of 1901 afford little information that can be used for that purpose. In most cases an official inquiry is needed to establish the real nature and causes of accidents and the circumstances connected therewith. Convenience, economy, and the public interest also demand that all railroad accidents be reported to the Commission monthly. This will permit the detailed annual statistics to be published at a much earlier date than is now possible and will relieve carriers from the necessity of duplicating accident statistics in their annual reports to the Commission.

The decrease in railroad accidents in the past year is a source of gratification, and the railroads are to be credited with having intelligently made use of the opportunity afforded by the lessened rush of business of the preceding years to improve their service. However, there seems no reason why there should be any abatement in the demand for legislation providing for the investigation above referred to and requiring the railroads to make use of the most improved safeguards for the safety of the public and their employees. Serious collisions have occurred even in the seasons of lightest traffic, and adequate reports of the causes thereof can not be secured by correspondence alone. Except in the increased use of the block system, there is no evidence that the railroads generally are introducing in their methods any radical changes which will tend to make their service safer. This being so, it seems not unreasonable to suppose that a general and large increase in traffic which may come within a year will be accompanied by a return of the unsatisfactory conditions of former years and thus emphasize the demand for improvement in personnel, in methods, and in many cases in apparatus.

By the terms of an act to promote the safety of employees on railroads, approved May 30, 1908, it is made unlawful for any common carrier engaged in interstate or foreign commerce by railroad to use any locomotive in moving interstate or foreign traffic that is not equipped with an ash pan which can be dumped or emptied and cleaned without the necessity of any employee going under such locomotive on and after the 1st day of January, 1910, and the Commission is charged with the duty of enforcing the provisions of this act. The Commission has received numerous inquiries concerning this law, and in many cases doubt has been expressed as to the possibility of the railroads being able to obtain an efficient device applicable to all

types of locomotives that would permit compliance with the law. Numerous plans of inventions calculated to solve the difficulty mentioned have been presented to the Commission; these have been referred to the block-signal and train-control board for examination and report, it being the view of the Commission that devices of this character come within the terms of the sundry civil act of the last session of the present Congress, being devices to promote the safety of railway operation. It is expected that reports concerning the devices of this character that have already been presented to the Commission will be made in the near future, and it is hoped that the difficulty in obtaining a proper device will be overcome before the date on which the law becomes effective.

REGULATIONS FOR THE TRANSPORTATION OF EXPLOSIVES.

An act approved May 30, 1908, relating to the transportation of explosives and other dangerous articles in interstate commerce, required the Commission, within ninety days from the passage of the act, to formulate regulations for the safe transportation of explosives, such regulations to be binding upon all common carriers engaged in interstate commerce which transport explosives by land. Accordingly, within the time prescribed the Commission assigned the matter for hearing, at which were present representatives of the War and Navy departments, of railroads, and of substantially all manufacturers of explosives. The rules for the transportation of explosives previously adopted by the American Railway Association were used as a basis for discussion at the hearing, and objections to those rules on the part of shippers were considered by the Commission. After such modification of the proposed rules as appeared proper or necessary, the regulations were formulated and published, to become effective on October 15, 1908.

It is believed that the regulations adopted, while avoiding undue restrictions upon the transportation of explosives, impose requirements which are shown by analysis of the various explosives and practical tests of their liability to explode during transportation to be absolutely necessary to their safe carriage as well as to the protection of other property and the traveling public. Such modifications of the regulations as may appear necessary, either as the result of further experiments or of the practical application of the Commission's regulations, will be made from time to time in accordance with the terms of the act. It is obvious that the safe transportation of explosives from the standpoint of the carrier, the shipper, or the passenger can hardly be overestimated, and it is hoped that the added restrictions which have now been imposed will avoid most, if not all, of the loss of life and property which has from time to time

in the past resulted from the improper packing, handling, or loading of this important but hazardous traffic.

Only second in importance to the safe transportation of explosives is that of highly inflammable articles. The act mentioned does not authorize the Commission to prescribe regulations for the transportation of inflammable articles, and the railroads, through the American Railway Association, have attempted to supplement the Commission's regulations for the transportation of explosives by rules and regulations of their own relating to the transportation of inflammable articles and acids. Some complaint has been made that these regulations in certain particulars are burdensome and unreasonable, but it is at least doubtful whether the Commission has any authority to require their modification. It certainly has not under the act above mentioned, and probably has not under the act to regulate commerce. Much the same dangers and necessities arise in the handling of both classes of traffic, and, therefore, in justice to shippers as well as in the interest of the carriers and the traveling public, the propriety of amending the act of May 30, 1908, so as to authorize the Commission to make binding regulations for the transportation of inflammable articles and acids similar to those already prescribed in respect of explosives is submitted, without recommendation, for the consideration of the Congress.

UNIFORM BILLS OF LADING.

During the current year the proceeding relating to uniform bills of lading has been concluded and the Commission has recommended a new form of bill of lading, which substantially all of the leading carriers in the United States have agreed to adopt. As was stated in our last annual report, this proceeding was originally instituted in November, 1904, upon petitions of the Illinois Manufacturers' Association and other trade and commercial organizations in Official Classification territory, complaining of the proposed enforcement by the carriers in that territory of certain changes in the so-called uniform bill of lading then generally used. After hearing, the Commission suggested the appointment by carriers and shippers represented of a joint committee to devise a suitable form of bill of lading and report the same to the Commission. Such a joint committee was appointed and, after numerous conferences at which matters in question were given careful consideration, reported to the Commission on June 14, 1907, the proposed uniform bill of lading. The proceeding was then enlarged to bring in all carriers in the country and afford an opportunity for hearing to all interested shippers. At such hearing a number of comparatively unimportant provisions of the bill were the subject of controversy, but the differences upon such points

were substantially eliminated by informal conferences and extensive correspondence, and accordingly, on June 27, 1908, the Commission issued a report recommending the adoption of the bill of lading which had been agreed to by the conflicting interests represented before the Commission.

This bill of lading has been submitted for adoption by the carriers and use by the shipping public with considerable confidence. It is not claimed to be perfect, and experience may develop the need of further modification, but it represents the most intelligent and exhaustive efforts of those who undertook its preparation to agree upon a bill of lading which would be reasonably satisfactory to the railroads and the public, and its terms are much more liberal to the shipper than those of the bill of lading heretofore in use. It is, of course, more or less a compromise between opposing interests, because on the one hand it imposes obligations of an important character which carriers have not heretofore assumed, and on the other retains exemptions to which some shippers may object, and perhaps not without substantial reasons. As we are advised, it is in some respects less favorable to the shipper than the local laws or regulations of one or more States, but it is more favorable to the shipper than the local laws or regulations of most of the States.

Whatever criticisms or objections may be advanced, this bill of lading is concededly a great improvement upon the bills heretofore in general use. Its adoption, we are persuaded, will be a long step toward uniformity, simplicity, and certainty. It will likewise be a long step in the direction of fair dealing between shipper and carrier, and may be confidently expected to remove much of the confusion which has existed, and measurably to avoid in the future the irregularities and injustices which have heretofore occurred. The results of practical operation may disclose defects not at present perceived, and further adjudications by the courts may require a change in some of its provisions, but we believe that it should be given an honest trial, and are strongly of the opinion that it will be found fairly suited to the needs of the business community.

The Commission did not undertake to prescribe and order the adoption of the bill of lading recommended, because it was convinced that such an order would be beyond its authority. Moreover, such action seemed unnecessary in view of the apparent willingness of practically all railroads to adopt the bill so recommended. The bill was adopted by all lines in Official Classification territory on November 1, and leading lines in other parts of the country are putting the bill into use as speedily as the necessary changes can be accomplished. The attitude of both shippers and carriers in respect of the Commission's effort in this behalf has been very gratifying. Both sides to the controversy indicated a desire in good faith to secure the adoption of

a more satisfactory bill and to waive unimportant and technical details. As its report discloses, the bill of lading recommended by the Commission is designed for use in connection with general merchandise shipments. Certain kinds of traffic, such as live stock, for example, and, perhaps, perishable property, may require somewhat different provisions to meet the peculiarities of trade conditions. The handlers of fruits and vegetables have objected to certain features of the bill in question, and the changes and exceptions which they demand are the subject of pending negotiations.

COURT DECISIONS.

Penn Refining Company case.—The Supreme Court of the United States on January 27, 1908, affirmed the judgment of the circuit court of the western district of Pennsylvania in this suit, which was brought against interstate carriers to recover reparation awarded by the Commission for charging for the barrel package used in the transportation of oil from Pennsylvania oil fields to Perth Amboy. 208 U. S., 208. It was held that carriers can not be charged with discriminating against shippers of oil in barrels because they charge for the barrel package without making a corresponding charge upon shipments in tank cars owned by those shippers who can afford to build and furnish them, the carriers having none of their own. It appeared that the transportation by tank cars is more remunerative to the carriers than the transportation by barrels, and that the barrel shippers have made no demand for tank cars and can not use them economically for shipments to Perth Amboy on account of the lack of facilities for unloading at that point.

The court further declared that a connecting carrier which takes the cars as they are delivered to it by the initial carrier is not liable for a discrimination in favor of shippers of oil in tank cars and against shippers of oil in barrels which may be practiced by the initial carrier, merely because such connecting carrier has participated in the adoption of a joint rate for barrel shipments which is, in itself, reasonable. Nor does the eighth section of the act to regulate commerce render the connecting carrier liable for any such alleged wrongful act asserted against the initial carrier.

Chicago Live Stock case.—The same court on March 23, 1908, affirmed the decree of the circuit court for the northern district of Illinois dismissing proceedings brought by this Commission to enforce compliance with its order against exaction by the defendant carriers of higher rates upon live stock from Missouri River points to Chicago than upon dressed meat and packing-house products. 209 U. S., 108. The Commission held that the higher rate constituted unlawful discrimination against shippers of live stock to Chicago; but the Supreme Court decided that the lower rates for packing-house

products do not work an undue and unreasonable preference, where the higher rate on live stock has not materially affected any of the markets, prices, or shipments. The court found that the shipments of live stock from the west to Chicago were as great in proportion to the bulk of the business as before the change of rates, and that the lower rate given to the packers was the result of competition and did not directly influence or injure shippers of live stock. The cost of carriage, the risk of injury, and the larger amount which the railway companies are called upon to pay out in damages for losses may excuse a higher freight rate on live stock than on dressed meats and packing-house products. The court also said in this case:

It must be remembered that railroads are the private property of their owners; that while, from the public character of the work in which they are engaged, the public has the power to prescribe rules for securing faithful and efficient service and equality between shippers and communities, yet, in no proper sense, is the public a general manager. * * * It must also be remembered that there is no presumption of wrong arising from a change of rate by a carrier. The presumption of honest intent and right conduct attends the action of carriers as well as it does the action of other corporations or individuals in their transactions in life. Undoubtedly, when rates are changed, the carrier making the change must, when properly called upon, be able to give a good reason therefor; but the mere fact that a rate has been raised carries with it no presumption that it was not rightfully done. Those presumptions of good faith and integrity which have been recognized for ages as attending human action have not been overthrown by any legislation in respect to common carriers.

Tift case.—The circuit court for the southern district of Georgia on January 14, 1908, permitted certain interveners to come in and recover for overcharges made under the excessive lumber rates formerly put in force by the carriers in this case and declared unreasonable by the United States Supreme Court, and such parties, in addition to the original complainants, were allowed to share in the fund which the railroads had stipulated to pay into court for the settlement of such claims. 159 Fed. Rep., 555. The court further said:

What recourse adequate at law is there, then, for a shipper in Alabama, Florida, or elsewhere, if we are to shut the door of this court in his face? There is no such stipulation elsewhere, and no fund elsewhere, which constitutes the sum total of all the moneys which have been illegally gathered from those engaged in perhaps the greatest industry of the Southern States by the railway companies composing the Southeastern Freight Association. While we do not, and never will, join in the senseless and selfish crusade against the great lines of railway, which have done so much toward the happiness, improvement, and enrichment of mankind, after all it is occasionally true that they accomplish great wrongs. Their officers are sometimes afflicted with the errors of judgment common to an imperfect humanity. It is not always an equal contest between a private citizen, even where he has a right, and the organized powers of a great railway or combination of railways; and courts should not be solicitous by strained and technical construction of the rules of

pleading to defeat the right of a person, especially where it has been substantially determined as just by all the authorized powers of the government intrusted with that duty.

Terminal charges on cattle at Union Stock Yards.—On October 21, 1907, this Commission again decided that the terminal charge of \$2 per car for the transportation of live stock, brought from outside the State of Illinois, from the ends of the roads in Chicago to the Union Stock Yards, was unjust and unreasonable, and ordered that such charge should not exceed \$1 per car. The railroads availing themselves of the right accorded by the act, filed a bill in the circuit court for the district of Minnesota for relief against this order.

The circuit court granted a temporary injunction on June 30, 1908, 164 Fed. Rep., 638, but required as a protection to shippers that the railroads keep an accurate record showing the number of cars of live stock transported by them, respectively, over the terminal road to the Union Stock Yards, together with the dates of such transportation, the names of the respective consignors and consignees, the charges made by the railroads for the terminal service and the charges prescribed therefor at the time of such service by this Commission, and to hold the same subject to the order of the court. The court also required the roads to furnish a bond in the penal sum of \$100,000, conditioned that the roads will comply with the orders made upon them and pay such damages as shippers may sustain by reason of the injunction.

The reason the court gave for granting the injunction was that the Commission fell into a mistake of law in attempting to correct the through rate by reducing the terminal charge itself below its just and reasonable value. That being a separate and separable service, actually segregated by proper action of the carriers from the rate over their main lines it must, in the opinion of the court, stand or fall upon its own merits, irrespective of whether the other rates are in themselves just and reasonable. If they are not just and reasonable appropriate proceedings should be instituted to make them so. If by the separation of and separate charge for the terminal service the balance of the rate from the origin of shipment to the Stock Yards is, in the light of former charges or for any other reason too high, the remedy should be applied directly to it without disturbing the rate which is not too high.

The court refrained from expressing any opinion concerning what other jurisdiction, if any, is conferred upon it by the broad and comprehensive language of the Hepburn Act authorizing it "to enjoin, set aside, annul, or suspend any order or requirement of the Commission;" but it did hold that it has ample jurisdiction to set aside or suspend any order of this Commission resulting from a misconception and misapplication of the law to conceded or undisputed facts.

Texas Cattle Raisers' case.—The carriers in this case filed a bill in the circuit court for the eastern district of Missouri asking that enforcement of an order of the Commission requiring the railway companies to desist from exacting a terminal charge of \$2 per car for the delivery of live stock at the Union Stock Yards in Chicago, and requiring the railroads to desist from exacting their present through rates for transporting cattle from designated points to certain northern ranges and to Chicago, St. Louis, Kansas City, New Orleans, Omaha, and other points, be enjoined. In the bill the order of the Commission was assailed upon the grounds that both the terminal charge and the through rates are unreasonably low, noncompensatory, and confiscatory, and that the through rates are unjustly discriminatory and unduly prejudicial in that they can not be enforced without necessarily giving an undue and unreasonable preference and advantage to shippers of cattle and to cattle traffic and also subjecting other shippers and other classes of traffic to a corresponding prejudice and disadvantage.

The matter coming on for a hearing of an application for a temporary injunction, it appeared that the Commission had rescinded so much of the order as relates to the terminal charge. The court therefore dismissed that part of the case from further consideration. 164 Fed. Rep., 645.

The court held as to the through rates that it may properly inquire whether the maximum rates prescribed by the Commission are just and reasonable, within the meaning of the constitutional guaranty, and whether they are unjustly discriminatory or unduly preferential, within the meaning of the statute. The court also said that it might properly consider all the evidence submitted by the railway companies, although some of it was not before the Commission. The court found that while the evidence submitted in this case tended in no inconsiderable degree to sustain some of the contentions of the railway companies, yet it was clearly wanting in that certainty, fullness, and persuasive force which ought to be, and is essential to overcome the force of the Commission's determination to the contrary. The application for a temporary injunction was accordingly denied on October 3, 1908.

Burnham, Hanna, Munger Dry Goods Company case.—On June 24, 1908, the Commission decided that class rates from the Atlantic seaboard territory to the Missouri River cities are unreasonably high; that they are so because those portions of the through rates which are applied between the Mississippi River crossings and the Missouri River cities to the through transportation are too high; and that, therefore, the separately established rates applied west of the Mississippi River to the through transportation should be reduced. The carriers involved in the order of the Commission, in their bill for

injunction brought in the circuit court for the northern district of Illinois, alleged that the order is discriminatory. They cited the attention of the court to the opinion of the Commission, in which the Commission avows that the differential of 9 cents on first class and correspondingly on other classes is necessary to preserve to the Missouri River cities the advantage that they are expected to obtain from the reduction put in force; that, to make that reduction universal, instead of in the way of a differential, would be to put the cities east of the Mississippi River upon the same standing relatively as the Missouri River cities.

The court, in an opinion not yet reported, thought that sufficient cause had been shown in the bill to require the court to grant the interlocutory order, and stated that the commerce of this section of the country has grown up on the basis of the old rates, and of this fact the court must take notice. Trade houses in the intermediate country of St. Paul, Minneapolis, and other cities have grown up upon the condition that they are given the same relative rates to the western country that the Atlantic coast cities are given to the western country. It was urged by the court that the order of the Commission disturbed commercial conditions that have grown up through a long line of years upon the basis of the present rates. The temporary order was granted, on November 6, 1908, to preserve the status quo until the case on final hearing is presented to the court.

Rahway Valley Railroad Switch Connections.—The Rahway Valley Railroad Company obtained from the Commission on June 24, 1908, an order requiring the Delaware, Lackawanna & Western Railroad Company to maintain and operate a switch connection with the Rahway Valley Railroad. The Lackawanna road applied to the United States circuit court for the southern district of New York for a preliminary injunction against such order. The court, in granting the temporary injunction, on November 30, 1908, decided that the portion of the act dealing with switch connections allowed the Commission to make an order on the application of a shipper only, and contains no provision as to any such application or complaint made by a lateral branch line. The court, in an opinion not yet reported, said:

It may be that this is an oversight. Quite probably Congress intended to allow the lateral branch line as well as the shipper to invoke the action of the Commission, but it has not said so in this statute, and we all agree in the conclusion that it is not for this court to amend the act.

Commodity Clause of Interstate Commerce Act.—Six bills in equity against railroad corporations were filed in the circuit court for the eastern district of Pennsylvania alleging violation, or threatened violation, of what is known as the "commodity clause" of the Hepburn Act. At the same time petitions for mandamus against the same

defendants, praying for an order against said carriers requiring them to comply with the commodity clause, were filed. On September 10, 1908, the court dismissed the bills, and denied the petitions for writs of mandamus.

In arriving at this conclusion the court declared that the power of Congress under the commerce clause of the Constitution to regulate interstate and foreign commerce is limited by other provisions of the Constitution, and among them that of the fifth amendment, that no person shall be deprived of life, liberty, or property without due process of law; and that the validity of a statute enacted in the assumed exercise of such power may be challenged on the ground that it is in violation of such provision.

The court further decided that the commodities clause of the interstate commerce act, which makes it unlawful for any railroad company to transport in interstate or foreign commerce any article or commodity, "other than timber and the manufactured products thereof, manufactured, mined, or produced by it or under its authority, or which it may own in whole or in part, or in which it may have any interest, direct or indirect, except such articles or commodities as may be necessary and intended for its use in the conduct of its business as a common carrier," is not a regulation of interstate commerce within the commerce clause of the Constitution, but entirely excludes from such commerce a certain class of persons, and is unconstitutional and void as applied to railroad companies which had, under the sanction and encouragement of state laws, and more than fifty years before its enactment, become the owners of coal lands in such States, and by themselves, or subsidiary companies of which they own the stock, developed mines thereon, and constructed railroad lines thereto at great expense, and engaged extensively in the mining of coal, a large part of which was necessarily marketed in other States, and which could not practically be transported, except over their own lines, nor marketed within the State. The commodities clause deprives such companies of their liberty and property without due process of law. 164 Fed Rep., 215.

It was also held that the power to regulate interstate commerce is a distinct and substantive power granted to Congress by the Constitution subject to the limitations thereof, and is not the equivalent of the reserved police power of the States, which must always remain indefinite in character and incapable of classification or definition; but an enactment in the assumed exercises of such power, like one by a State under its police powers, is reviewable by the courts to determine whether it is within the power granted as so limited by the Constitution itself, and a legitimate and reasonable exercise thereof. The power to regulate interstate commerce does not include the power to entirely exclude from such commerce an article or com-

modity which is a legitimate and useful subject of commerce, and not inimical to public safety, health, or morals, save when, and because, it is the property of a certain class of owners.

One of the judges entered a dissenting opinion, which concluded with the following words:

Satisfied, then, of the three propositions, namely, first, that under the Constitution the power to regulate commerce between the States is vested in Congress; secondly, that such power includes the power to regulate carriers thereof; and, thirdly, that the divorce of the dual relation of public carrier and private transporter is a regulation of commerce—I hold this law is constitutional, and from the opinion of the majority to the contrary I record my dissent.

The question raised in these cases is so important and far-reaching in extent that appeals have been taken to the Supreme Court of the United States. It is hoped that an opinion from the final arbiter of this question will soon be handed down.

Carmack amendment.—On February 29, 1908, the circuit court for the western district of Arkansas held that the provision in the Hepburn Act, commonly called the Carmack amendment, which makes an initial carrier liable for loss, damage, or injury to through shipments, whether such losses occur on or off the line of the initial carrier, is constitutional; and that a clause in a bill of lading providing that an initial carrier's liability on an interstate shipment of goods transported over the lines of several carriers from point of origin to destination, shall be limited to losses occurring on its own line, is in conflict with the Carmack amendment. 158 Fed. Rep., 649.

The court said that Congress in adopting this amendment seems to have recognized the difficulty involved, on the part of shippers, when goods are lost, in tracing the goods, fixing the liability, and recovering their loss. It seems to have recognized the additional fact that the facilities of the initial carrier are much greater than those of the shipper to locate the goods and fix the liability for loss or damage. The court further declared that these provisions rest on substantial grounds of public policy which inspired this remedial legislation for the regulation of the immense volume of interstate commerce.

Injunction to restrain proceedings before the Commission.—The action of the circuit court of the United States for the district of Maryland in granting an injunction restraining the Merchants Coal Company from prosecuting a complaint which it had filed before this Commission was reversed on January 15, 1908, by the circuit court of appeals for the fourth circuit. 160 Fed. Rep., 769. The court held that the judgment of a federal court in a mandamus suit brought by a coal company operating mines on the line of a railroad, to compel a fair distribution of cars by the railroad company, upon an allegation of discrimination in violation of the interstate commerce

law, did not inure to the benefit of any operator not a party to the suit, nor bar an independent suit or proceeding by such operator on its own behalf in court or before this Commission to secure similar relief. Nor is it estopped to maintain such independent suit or proceeding by reason of the fact that it aided the relator in the present suit or contributed to the expense thereof.

It was also decided in this opinion that an action for mandamus under the twenty-third section of the act is cumulative and does not interfere with other remedies provided by the act. The court said:

If Congress had intended that the remedy afforded by section 23 was to be exclusive, it would have added a proviso similar to the one incorporated as a part of section 9, and not having done so it is manifest that it was the intention of Congress that the remedy provided by section 23 was not to be treated as exclusive, and especially inasmuch as it is expressly provided that the remedy granted therein shall be cumulative, and shall not be held to exclude or to interfere with other remedies granted by the act. Any other construction of this proviso would be in direct conflict with the plain provisions of the law.

Injunction to restrain proposed rates.—The circuit court for the eastern district of Washington recently decided that a court of equity is without jurisdiction to enjoin a railroad company from charging the rates fixed by its schedule of rates duly published and filed with the Commission, and which has gone into effect pending a proceeding before the Commission to determine its lawfulness. 157 Fed. Rep., 588.

The court held that this Commission had original jurisdiction, and was proceeding by virtue of authority expressly conferred by Congress, and said:

The Commission was possessed of the matter when this application was made, and since the court can not prevent a threatened injury the decision of the Commission will be awaited, but the cause will be retained and further proceedings stayed pending the hearing before it. When a conclusion has been reached and an order made by it, unless cause be shown to the contrary, a decree will be entered in accordance with its findings. If either party is dissatisfied with the action of the Commission, a hearing will be had, and the extent of the power vested in the court to set aside or revise any order which shall be made in favor of the complainants or of the defendants will be considered, and the cause will then take such course as the circumstances shall seem to demand.

The United States circuit court for the northern district of Georgia recently said that by the act to regulate commerce as amended general power over interstate rates to be charged by common carriers is given to this Commission and the courts are without jurisdiction to determine what are reasonable or unreasonable rates. 158 Fed. Rep., 193.

But a court of equity, declared the court, may properly enjoin carriers from establishing or increasing a rate believed to be unreasonable. At the same time the matter must be left in such shape that

the Commission may ultimately determine the question of the reasonableness of the proposed rate and prescribe what will be a just and reasonable rate. The court in this case permitted the restraining order it had issued against proposed rates to remain in force a reasonable length of time to allow the shippers to present the matter to the Commission.

In July, 1907, the Pacific Express Company made certain increases in rates on milk and cream between various points in the States of Nebraska and Colorado, and later filed a new schedule to become effective on October 10, 1907, but the rates in the proposed new tariff were still much higher than prior to the first increase. Before the new schedule became effective proceedings were instituted and an order was entered in the United States circuit court for the northern district of Illinois restraining the putting into effect and the collection of the proposed new rates until the question of their reasonableness could be examined in an appropriate proceeding before this Commission, and reserving jurisdiction for further proceedings in that court in case such an inquiry could not be prosecuted before the Commission within a reasonable time. This case has not yet been reported.

The circuit court for the southern district of Georgia, on August 1, 1908, decided that the power given to this Commission to determine the reasonableness of rates and establish maximum rates does not deprive a federal court of equity of jurisdiction to enjoin the putting into effect of an interstate rate which is shown or admitted to be arbitrary, unreasonable, and unjust, and to have been adopted through a combination in restraint of interstate commerce, until such rate can be passed on by this Commission, in cases where irreparable injury would result to shippers and others affected by such rates if they should be put in force. 163 Fed. Rep., 738.

On October 31, 1907, the circuit court for the district of Oregon enjoined certain carriers from establishing proposed advanced rates on lumber and shingles from the Pacific northwest to the east, and directed that the lumber dealers bringing the suit execute to the railroads a bond in the sum of \$250,000 to indemnify them from loss, cost, and damages by reason of injunction, in case said advance in rates should finally be held to be reasonable, or in case rates in excess of the existing tariff should be established by this Commission. On appeal to the circuit court of appeals for the ninth district, the opinion of the circuit court was affirmed on October 5, 1908, not yet reported, the court holding that the equitable jurisdiction to enjoin excessive charges and discriminations by common carriers on the ground that the wrong was a constantly recurring one, for which there was no adequate remedy at law, possessed by equity courts, was not held in abeyance and postponed by the act to regulate commerce

until after the proposed future rate would have gone into effect and the Interstate Commerce Commission would have passed upon the question of its reasonableness. The court in discussing this interesting question considered the Abilene case in the United States Supreme Court as distinguished from the Tift case, and said that so far as the Supreme Court is concerned the question is an open one. The court further declared:

Upon a careful consideration of the interstate commerce act, we find no grounds on which to say that it impliedly denies the equitable jurisdiction to enjoin a threatened injury such as is alleged in the bill in the present case. It is true that the courts have no power to pronounce an interstate rate unreasonable or to declare what is a reasonable rate, but this is not to say that a court of equity may not enjoin the enforcement of a threatened ruinous schedule of rates which is proposed to be adopted in the future. If such is the effect of the act, we have the anomalous situation of a threatened irreparable injury for which there is no remedy, for the Interstate Commerce Commission has no power to enjoin a proposed unreasonable new schedule of rates.

Distribution of coal cars.—A coal company filed its bill in the circuit court for the northern district of Illinois to restrain a railroad company from including certain private cars and certain so-called foreign fuel cars in estimating the distributive share or quota of the coal company in and to the railroad company's system cars. The court granted a temporary injunction in this case, but on June 25 last the injunction was dissolved. 162 Fed. Rep., 810.

The court said in this case that a railroad company engaged in interstate commerce in making distribution of cars between coal mining companies engaged in such commerce, where there is a shortage, has no legal right under the act to regulate commerce to leave out of consideration private or foreign cars used by such a company, although only in intrastate commerce, and by making the allotment with reference to its own cars alone, to give such company a preference or advantage over its competitors in interstate commerce. The decision of this Commission in the case of the *Railroad Commission of Ohio v. Hocking Valley Railroad Company*, 12 I. C. C. Rep., 398, was cited and followed. The Commission upon application was allowed to file a brief in this case.

On September 17, 1908, the United States circuit court of appeals for the fourth circuit reversed the judgment of the circuit court in the Pitcairn Coal Company cases in so far as it related to fuel cars, foreign fuel cars, the method of arriving at the capacity of a mine for car distribution and the fixing of the percentage to which each mine is entitled, and the Curtis Bay premiums. 165 Fed. Rep., 113.

The court below held that the railroad company in allotting what are known as "individual cars" to the companies or coal operators owning the same, or to mines designated by such owners, without

charging such cars against the number to which the mines using the same are entitled under the percentage system, was guilty of undue preference to such mines and subjected the relator and the companies not receiving such individual cars to undue and unreasonable disadvantage, and that while such cars ought to be allotted to the service of the company or coal operator owning the same, they should be charged against the number of cars which such owner or coal operator was entitled to under the percentage system in effect in the Monongah district.

In passing upon the questions involved, the circuit court of appeals bore in mind that the act to regulate commerce as amended casts upon the carrier the plain duty of furnishing a fair and equal distribution of facilities to the shipper. The duty thus enjoined can not be evaded by the carrier by claiming that it is not the owner of a portion of the cars carried over its lines. The duty of furnishing equal facilities relates to and involves purely the question of transportation, and when the courts are called upon to determine as to whether in any particular instance there has been an undue and unreasonable discrimination or preference as contemplated by the statute, the sole question is as to whether the entire equipment operated over the lines of the carrier has been fairly and equally distributed among all the shippers along its lines who are similarly situated.

The court of appeals further declared that if, as in this instance, a carrier, by contractual arrangement, operates individual cars belonging to mine owners as a part of its equipment, such arrangement can not in the slightest degree relieve the carrier of the duty to furnish equal facilities to all shippers similarly situated. To adopt any other rule would be to make it possible for wealthy mine owners, by the purchase of car equipment, to utilize the means of transportation operated by the carrier to such an extent as to practically deprive other mine owners similarly situated of any means of transportation, and it was to avoid this very kind of discrimination that the provisions of sections 1 and 3 of the act to regulate commerce were enacted.

The court below, in dealing with the question relative to the fuel coal cars of the Baltimore & Ohio Railroad Company and foreign railroad cars, held that they were not to be charged against the companies using them as a part of the percentage to which they were entitled under the arrangement agreed upon. The circuit court of appeals after a careful consideration of this phase of the question came to the conclusion that the fuel cars of the carrier, its regular equipment of cars, the cars of other roads sent in for fuel and the private or individual cars of the mining operators should be placed absolutely upon the same basis in so far as the distribution of car service is concerned. The court failed to understand

upon what theory the carrier can relieve itself from a charge of discrimination when it is shown that such cars are arbitrarily allotted to certain mines and not charged to such mines as part of the percentage to which they are entitled under the arrangement by which it is undertaken to secure a fair distribution of car service among shippers on its line. The court of appeals cited with approval the decision of this Commission in the Hocking Valley Railway case, 12 I. C. C. Rep., 398, and said that it was impelled to the conclusion that the arbitrary allotment of the fuel cars of the company and foreign fuel cars is violative of the provisions of the act.

On April 13, 1908, the Commission ordered certain railroads to abstain from enforcing their practice of refusing to make any account of foreign railway fuel cars, or of leased or so-called private cars, or of their own fuel cars in the distribution of coal cars for, or affecting, interstate shipments of coal among the various coal operators along their lines. *Traer v. Chicago & Alton Railroad Company et al.*, 13 I. C. C. Rep., 451. The defendants in those cases contended that their method of distribution is right and asked the circuit court for the northern district of Illinois to enjoin the enforcement of the Commission's order.

The court on June 30, 1908, in an opinion not yet reported, decided that the railroads were not entitled to relief against that part of the order which requires them to count the so-called private cars and the fuel cars of foreign railroads as available commercial equipment; but that they were each entitled to an injunction against the enforcement of that part of the order which commands them to count their own cars that are being employed in hauling their own fuel as available commercial equipment, and against their being compelled to take such fuel cars into consideration except as a means in determining the true capacity of the mines to tender coal to them for transportation in commerce.

The court held that the basis on which the mines in a district should be rated is not their average output as a physical question, but the average output which they respectively tender for transportation in commerce. If two mines have capacities for producing 1,000 tons each per day, they should have the same rating if they are each offering the whole amount for transportation in commerce. But if one of those mines, by reason of the exhaustion of a vein or flooding of a shaft, or the operator's local consumption of his own fuel, can and does offer for transportation in commerce only 500 tons per day equity requires that the carrier should rate it at only one-half of the other mine. The court could perceive no just ground for a difference, if the mine's diminished capacity comes from the carrier's act.

Relief from published rates is from this Commission only.—The circuit court for the eastern district of Pennsylvania on February 7,

1908, following the decision of the United States Supreme Court in the Abilene case, declined to pass upon the reasonableness of an interstate rate before the same had been considered by this Commission. 159 Fed. Rep., 278. The court said that if the plaintiff regarded these charges unreasonable or unlawful its remedy was to apply to this Commission and have the schedule of rates adjusted on a reasonable and lawful basis. There is no right of action for a readjustment of tariff rates filed and posted other than through the Commission. A shipper can not maintain an action in a court for excessive and unreasonable freight rates exacted on interstate shipments where the rates charged were those which had been duly fixed by the carrier according to the act and had not been found to be unreasonable by the Commission.

The circuit court for the southern district of West Virginia on April 14, 1908, declared that it was the intention of Congress that all parties claiming to be aggrieved by violations of the act to regulate commerce by common carriers by reason of unreasonable rates must first make application to this Commission for an award of damages against the offending carrier, and afterwards apply to the courts for the enforcement of the order of the Commission. 162 Fed. Rep., 188. The court also held that where an interstate rate on railroad ties, duly filed, had never in itself been declared illegal or excessive by this Commission the fact that such rate was higher than the rate charged for rough lumber, and that this Commission in another proceeding had determined that rough lumber and railroad ties should take the same classification, was insufficient to entitle a shipper having paid the tie rate to recover the excess over the rate fixed for lumber, without a hearing and an award before this Commission. The court based its decision upon the Abilene case, as subsequently distinguished by the Tift case.

On July 17, 1908, the circuit court for the eastern district of Pennsylvania declared that in a suit against a carrier for unlawful discrimination by granting rebates to plaintiff's competitors the plaintiff could not recover damages accruing during a period when it received rebates from the carrier because they were less than those given to plaintiff's competitors. 162 Fed. Rep., 996. "The claim of the plaintiff in this regard is," said the court, "to say the least, so obviously improper that the mere statement of the facts is sufficient, in our judgment, to show that the ruling was entirely right in refusing to permit the courts to be used in an effort to make an even division of what may be called commercial graft."

Intrastate commerce affecting interstate commerce.—The United States Supreme Court in declaring the federal employers' liability act unconstitutional entered into an elaborate discussion of the question when the application of a law intended for interstate commerce

would necessarily include intrastate commerce and be invalid. 207 U. S., 463. The court said: To state the proposition, that because one who engages in interstate commerce thereby submits all his business concerns to the regulating power of Congress, is to refute it. It assumes that, because one engages in interstate commerce, he thereby endows Congress with power not delegated to it by the Constitution; in other words, with the right to legislate concerning matters of purely state concern. The court further declared:

It is apparent that if the contention were well founded it would extend the power of Congress to every conceivable subject, however inherently local, would obliterate all the limitations of power imposed by the Constitution, and would destroy the authority of the States as to all conceivable matters which, from the beginning, have been, and must continue to be, under their control so long as the Constitution endures.

The court concluded that the statute under consideration, while it embraces subjects within the authority of Congress to regulate commerce, also includes subjects not within its constitutional power, and that the two are so interblended in the statute that they are incapable of separation, and therefore nonenforceable.

Further pursuing this subject in the *Hatters' case*, 208 U. S., 274, the same court held that the federal antitrust law applied to a boycott combination against a manufacturing concern. It appeared in this case that a certain amount of intrastate business was affected in carrying out the combination, and that members of the combination were not themselves engaged in interstate commerce.

In a recent oil case decided by the United States Supreme Court, it was held that oil shipped from Pennsylvania and Ohio, and destined ultimately for points in Arkansas, Louisiana, and Mississippi, is not property in interstate commerce, so as to be exempt from state tax or inspection laws while it is held at a distributing point maintained by the shipper in Tennessee. 209 U. S., 211.

In discussing this subject the court said that the beginning and the ending of the transit which constitutes interstate commerce are easy to mark. The first is defined to be the point of time that an article is committed to a carrier or transportation to the State of its destination, or started on its ultimate passage. The latter is defined to be the point of time at which it arrives at its destination. But intermediate between these points questions may arise. While interstate property is at rest for an indefinite time, awaiting transportation, or awaiting a sale at its place of destination, or at an intermediate point, the court declared that it is subject to state taxation.

On April 14, 1908, the circuit court of appeals for the seventh circuit decided that where a contract for through transportation of flour from Pond Creek, Okla., to New York, was made in Oklahoma, it was subject to the Oklahoma law to the extent that such law was not

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an invasion of the exclusive rights of the United States to regulate commerce among the States. 162 Fed. Rep., 878. It seems that the Oklahoma statute declares that a consignor, by accepting a bill of lading or written contract for carriage, with a knowledge of its terms, assents to the rate of hire, the time, place, and manner of delivery therein stated; but that his assent to any other modification of the carrier's obligation contained therein can only be manifested by his signature to the contract. The court held that this provision should not be construed as merely affecting the vehicle through which a transportation contract can be proved, but was a valid exercise of legislative power affecting interstate commerce originating in Oklahoma, to which transportation contracts made in that State were subject. The court in distinguishing this case from the *Patterson Tobacco Company case*, 169 U. S., 311, said: "Neither that case, nor any case called to our attention, prevents a State from providing that no contract made within its territory shall be effective unless it is reduced to writing, and signed by the parties to be affected—a reasonable provision that does not regulate commerce between the States, but only the method in which contracts relating to such commerce shall be manifested."

In another case by the same court, decided April 14, 1908, it was held that where a connecting carrier permitted flour to remain in its warehouse for forty-nine days before forwarding the same because of a shortage of cars, without notifying the shipper, knowing that the detention would be unusual, and thereby preventing the shipper from protecting itself by insurance, and the flour was totally or partially destroyed by the burning of the warehouse, the carrier was chargeable with such negligence as made it responsible for the loss of the flour, notwithstanding a provision in the bill of lading that no carrier should be liable for the loss of the goods or damage thereto by fire. 162 Fed. Rep., 879.

Valuation of property in fixing rates.—A recent decision by the circuit court for the southern district of New York is pertinent in determining the valuation of property as a factor in fixing reasonable rates. 157 Fed. Rep., 849. This was a suit by a gas company to restrain the enforcement of a state statute regulating the price of gas. The matter was referred to a special master, who placed a valuation on the gas company's tangible property employed in business, on which it is entitled to earn a fair return, the actual or reproductive value at the time of the inquiry, without regard to the original cost.

To this objection was made that such method of appraisement seeks to confer upon the gas company the legal right of earning a fair return upon land values which represent no original investment by it, does not indicate land especially appropriate for the manufacture of gas, and increases apparent assets without increasing

earning power. But the court overruled this objection and considered the method of valuation based upon the present value as correct. In arriving at this conclusion the court said:

The value of the investment of any manufacturer in plant, factory, or goods, or all three, is what his possessions would sell for upon a fair transfer from a willing vender to a willing buyer, and it can make no difference that such value is affected by the efforts of himself or others, by whim or fashion, or (what is really the same thing) by the advance of land values in the opinion of the buying public. It is equally immaterial that such value is affected by difficulties of reproduction. If it be true that a pipe line under the New York of 1907 is worth more than was a pipe line under the city of 1827, then the owner thereof owns that value, and that such advance arose wholly or partly from difficulties of duplication created by the city itself is a matter of no moment. Indeed, the causes of either appreciation or depreciation are alike unimportant, if the fact of value be conceded or proved; but that ultimate inquiry is oftentimes so difficult that original cost and reasons for changes in value become legitimate subjects of investigation, as checks upon expert estimates or book-keeping inaccurate and perhaps intentionally misleading. If fifty years ago, by the payment of certain money, one acquired a factory and the land appurtenant thereto, and continues to-day his original business therein, his investment is the factory and the land, not the money originally paid; and unless his business shows a return equivalent to what land and building, or land alone, would give if devoted to other purposes (having due regard to cost of change), that man is engaged in a losing venture, and is not receiving a fair return from his investment, i. e., the land and building. The so-called "money value" of real or personal property is but a conveniently short method of expressing present potential usefulness, and "investment" becomes meaningless if construed to mean what the thing invested in cost generations ago. Property, whether real or personal, is only valuable when useful. Its usefulness commonly depends on the business purposes to which it is or may be applied. Such business is a living thing, and may flourish or wither, appreciate or depreciate; but, whatever happens, its present usefulness, expressed in financial terms, must be its value.

As applied to a private merchant or manufacturer, the foregoing would seem elementary; but some difference is alleged to exist where the manufacturer transacts his business only by governmental license—whether called a franchise or by another name. Such license, however, can not change an economic law, unless a different rule be prescribed by the terms of the license, which is sometimes done. No such unusual condition exists here, and, in the absence thereof, it is not to be inferred that any American government intended, when granting a franchise, not only to regulate the business transacted thereunder, and reasonably to limit the profits thereof, but to prevent the valuation of purely private property in the ordinary economic manner, and the property now under consideration is as much the private property of this complainant as are the belongings of any private citizen. Nor can it be inferred that such government intended to deny the application of economic laws to valuation of increments earned or unearned, while insisting upon the usual results thereof in the case of equally unearned, and possibly unmerited, depreciation.

Free passes and free transportation.—In a case, decided by the circuit court for the northern district of Illinois on April 22, 1908, it was held that the issuing of franks by an express company to

officers, agents, attorneys, or employees of itself or other express companies or railroad companies, or to the families of such persons, upon which property is transported from one State to another free of charge, relates to interstate commerce, which is within the constitutional power of Congress to regulate, and is within the prohibition of the interstate commerce act and its amendments against discrimination, undue preference, and departure from the published schedule of rates, and is unlawful. 161 Fed. Rep., 606. The court said further that such gratuitous carriage is not within the exceptions made in the act.

It was also held in this case that express companies were made subject by the Hepburn Act to all provisions of the original interstate commerce act and its amendments, so far as the same may be applicable, to the same extent as though they had been named in the original act.

The circuit court for the northern district of Illinois, on July 15, 1908, declared that a contract by a railroad company to furnish to the publisher of a magazine, as called for, transportation amounting to a certain sum at schedule rates in payment for a stated amount of advertising, which has no fixed value, violates the act to regulate commerce as amended, prohibiting any carrier from accepting "greater or less or different" compensation than that named in the published schedules. 163 Fed. Rep., 114. The court further declared:

If it be lawful to make the exchange of railroad transportation for advertising, then it would be lawful to do the same in every transaction, and the railroad business might lawfully become one of barter and sale, limited only by the demand. This case does not come within the terms of the Goodridge case. * * * If one person may purchase it with advertising, another with labor, and another with produce, the value of which is a matter of agreement between the parties, how can it be said the schedule rate is always maintained? Would not the rate rest in the whim of the carrier? Such is not the intent of the law.

On May 29, 1908, the district court for the western district of Missouri held that the Hepburn Act does not subject to punishment the officer or agent who issues such free transportation, nor a person to whom it is issued, unless he uses the same; and hence an indictment will lie, under Revised Statutes, section 5440, for conspiracy to commit an offense under said act, against an agent of a railroad company and others, to whom by agreement he issues interstate free passes on behalf of the company, and who pursuant to such agreement sell the same for use by others not within the excepted classes. 164 Fed. Rep., 75. The court further held that such agent can not defend on the ground that his principal had no knowledge of the fact, and therefore committed no offense under the act.

The Mottley Free Pass case involving construction of the free pass amendment to the act was reversed by the United States Supreme Court on November 16 last, in an opinion not yet reported, and the

case was remitted to the circuit court with instructions to dismiss the suit for want of jurisdiction, as there was no diversity of citizenship. The merits of the case related to the lawfulness of a contract for transportation of persons, who, in good faith, before the passage of the act, had accepted such contract in satisfaction of a valid cause of action against the railroad.

Arbitration act.—The Supreme Court of the United States in January, 1908, held that section 10 of the federal arbitration act is unconstitutional. This section makes it a criminal offense against the United States for an agent or officer of an interstate carrier, having full authority in the premises from his principal, to discharge an employee from service to such carrier because of his membership in a labor organization. The court said that by this section personal liberty as well as the right of property were invaded without due process of law, in violation of the fifth amendment of the Constitution. 208 U. S., 161. The court declared:

It was the legal right of the defendant, Adair, however unwise such a course might have been, to discharge Coppage because of his being a member of a labor organization, as it was the legal right of Coppage, if he saw fit to do so, however unwise such a course on his part might have been, to quit the service in which he was engaged, because the defendant employed some persons who were not members of a labor organization. In all such particulars the employer and the employee have equality of rights, and any legislation that disturbs that equality is an arbitrary interference with the liberty of contract which no government can legally justify in a free land.

It was further held in this case that there is no such connection between interstate commerce and membership in a labor organization as to authorize Congress, by section 10 of the arbitration act, to make it a crime against the United States to discharge an employee of an interstate carrier because of membership in a labor organization.

Injunction to restrain state rates and practices.—The United States Supreme Court recently held that an order made under state authority, requiring a railroad company to stop on signal two of its through fast mail trains running between Jersey City, N. J., and Tampa, Fla., at a small town in South Carolina which is also the junction point with a small branch road, is void as a direct regulation of interstate commerce. 207 U. S., 328. It was shown in this case that in addition to several local trains daily, the residents of the South Carolina town are furnished daily one slower through train each way.

The same court on March 23, 1908, decided cases coming up from the circuit courts of the United States in the States of Minnesota and North Carolina. 209 U. S., 123, 205. The court held that the provisions of the acts relating to the enforcement of railroad rates, by imposing such enormous fines and possible imprisonment as a result

of an unsuccessful effort to test the validity of the laws themselves, are unconstitutional on their face, without regard to the question of the insufficiency of those rates. It also held that the circuit court of the United States had jurisdiction to inquire whether the rates permitted by state acts or orders were too low and therefore confiscatory, and, if so held, that the court then had jurisdiction to permanently enjoin the railroad company from putting them in force.

It was further decided in these cases that a federal court may enjoin the officer of a State whose general duty is to enforce the state statutes, from proceeding to enforce, against persons affected, a state statute which violates the Federal Constitution, and that such proceeding is not prohibited by the provision of the Federal Constitution forbidding the maintenance of actions against a State. The power, however, of the federal court does not extend to restraining a state court from acting in a case brought before it to enforce the statute, nor investigation or action by a grand jury under it.

In another case decided by the same court on May 18, 1908, it was held that there is nothing in the Constitution that prevents a State from regulating or forbidding the consolidation of railroad corporations, or from prescribing the routes of railroads, and providing that parallel and competing lines shall so remain. 210 U. S., 187.

The court further declared in this case that interstate commerce is not burdened by requiring railroad companies to operate a particular line which they selected, or represented that they had selected, in a petition to a state railroad commission for approval of a consolidation, although compliance may entail expense or require the exercise of eminent domain.

The United States circuit court for the eastern district of Louisiana recently held that an order made by the railroad commission of Louisiana reducing the rates to be charged by a telephone company for service between points within the State was illegal and null, because adopted arbitrarily on conjecture, and not based on investigation or the exercise of judgment and discretion as required by the state constitution; and also because the rates so established were not reasonable and just, it being shown that the rates previously in force were reasonable and just to the public, and that under them the company could not earn as much as 7 per cent net profit on its Louisiana investment. 156 Fed. Rep., 823.

The circuit court for the middle district of Alabama recently declared that a suit to enjoin as confiscatory, the enforcement of a state statute fixing railroad rates on domestic shipments, may be brought against county solicitors and sheriffs to prevent them from taking threatened action under such statute, either by civil or criminal proceedings against employees of a railroad company. 157 Fed. Rep., 944.

On a motion for a preliminary injunction to restrain the enforcement of an order made by the railroad commission of Georgia reducing passenger rates within the State, on the ground that the rates therein fixed are unreasonable and confiscatory, the circuit court for the northern district of Georgia held that the showing was insufficient to warrant the granting of such injunction, in that it did not enable the court to determine in advance of an actual trial that the effect of the enforcement of the order would be to lessen the railroad's net earnings from that part of its business. 157 Fed. Rep., 961.

The United States circuit court of appeals for the eighth circuit on December 9, 1907, held that the rules of an express company whereby it refused to receive packages of specie and currency on the day preceding that upon which the only trains carrying express matter start from the places of tender for the destinations of the packages between 6.29 and 8 a. m. are not unreasonable, as it appears that such rules and practices apply to all cities and towns except the largest ones, and that the burden of responsibility for the safety of the traffic, prior to shipment, should more properly be assumed by the shipper. 158 Fed. Rep., 723. The court further said that commissions should not interfere to annul or modify the established rules and practice of transportation companies on account of trivial troubles and incidental inconveniences, nor unless clear injustice or substantial injury, or the imminent threat of it, has resulted from them.

It appeared in a case decided by the circuit court for the district of Oregon on February 24, 1908, that a railroad company had permitted the erection of grain warehouses along its right of way in which grain was stored for producers and owners for hire as well as grain purchased and owned by the warehousemen, and subsequently the railroad promulgated a rule requiring all orders for cars for the shipment of grain from such warehouses to be made by the warehousemen. The court found that the rule operated to the prejudice of private storers of grain through the use of cars ordered by the warehousemen for the shipment of their own grain before cars could be obtained for the shipment of grain in the warehouse owned by storers, and by the appropriation of cars intended for storers by the warehousemen. 159 Fed. Rep., 975. The court further decided that the railroad company, under its duty to see that no discrimination was practiced, was bound either to change the rule, or to see that it was not permitted to operate in favor of one shipper and against another.

It was in this case that the doctrine was announced that a railroad company may establish a station for the special accommodation of a particular customer, and refuse to establish a like station elsewhere for the accommodation of others, and may also grant to one person

the right to erect a warehouse or elevator on its right of way and refuse to grant the same privilege to another, in the exercise of its right to private property.

On March 21, 1908, the circuit court for the middle district of Alabama rendered an exhaustive opinion upon the same constitutional questions as were raised before the Supreme Court of the United States in the Minnesota and North Carolina cases quoted above. 161 Fed. Rep., 925.

The circuit court for the eastern district of Arkansas, on June 26, 1908, declared a statute of the State of Arkansas enacted to regulate freight transportation by railroad companies doing business in the State of Arkansas, to be unconstitutional, in that its provisions were clearly intended to apply to interstate shipments as well as intrastate shipments, and were therefore an interference with interstate commerce. 162 Fed. Rep., 693. The court said that the statute is also unconstitutional because its requirements upon the companies to furnish cars is absolute and subject to no exception whatever, even where the furnishing of such cars is impossible for reasons beyond the company's control. The decision of the United States Supreme Court in the *Mayes case*, 201 U. S., 321, was cited and followed.

On September 3, 1908, the circuit court for the eastern district of Arkansas decided that in determining the reasonableness of freight and passenger rates established by a State on intrastate traffic, as applied to railroads doing both interstate and intrastate business, the difference in the cost of handling each kind of business as related to the earnings from each should be taken into account, and a company is entitled to earn a fair percentage of profit from its intrastate business on the capital employed therein after deducting the portion of the total operating expenses properly chargeable thereto, without regard to its interstate earnings. A court of equity may, by a temporary injunction, change the status quo where necessary to do so to avoid irreparable injury, and, where railroad companies have put into effect rates established by a State, and continued them in force for a sufficient length of time to determine their reasonableness, a court may properly grant a temporary injunction to restrain their further enforcement, if it is shown that they are unreasonable and confiscatory. A preliminary injunction was granted to restrain the enforcement of rates established by the State of Arkansas on intrastate freight and passenger traffic handled by railroads on a showing that on actual trial for a reasonable length of time such rates have proven nonremunerative and confiscatory, depriving the complainant railroad companies of their property without just compensation, in violation of their constitutional rights. 163 Fed. Rep., 141.

The United States Supreme Court, on November 30, 1908, rendered opinion in what are known as the Virginia passenger rate cases, which has not yet been reported. Bills in equity were brought in the circuit court of the United States for the eastern district of Virginia to enjoin the members and clerk of the Virginia state corporation commission from publishing or taking any other steps to enforce a certain order fixing passenger rates. The defendants pleaded that the proceedings before the Virginia commission are proceedings in a court of the State, which the courts of the United States are forbidden to enjoin, and that the decision of that commission makes the legality of the rates *res judicata*. On these pleadings final decrees were entered for the railroad companies, and the Virginia commission appealed to the Supreme Court. The principal question presented was whether the order was one which, in spite of its constitutional invalidity, the courts of the United States are not at liberty to impugn.

In reversing the decrees of the court the United States Supreme Court declared that the carriers should have taken the appeal allowed to them by the Virginia constitution to the supreme court of appeals of Virginia, and said that if the rate should be affirmed by the supreme court of appeals and the railroads still should regard it as confiscatory, they would be at liberty to renew their application to the circuit court of the United States, without fear of being met by a plea of *res judicata*. The court further said that when a state constitution sees fit to unite legislative and judicial power in a single hand, there is nothing to hinder so far as the Constitution of the United States is concerned, but that a State can not tie up a citizen of another State, having property within its territory invaded by unauthorized acts of its own officers, to suits for redress in its own courts.

Reconsignment rules.—The act to regulate commerce provides that all charges made for any service rendered or to be rendered in the transportation of passengers or property shall be reasonable and just, and any unreasonable charge is prohibited and declared to be unlawful. The circuit court for the district of Nebraska in January, 1908, held that an action by certain shippers to restrain an interstate carrier from enforcing a reconsignment charge of \$5 per car as unreasonable, though maintainable at common law, was nevertheless a suit within the interstate commerce act, so that federal jurisdiction was not alone dependent on diverse citizenship, and hence could be brought only in the district of which the defendant was an inhabitant. 158 Fed. Rep., 877.

Discrimination against colored passengers.—The circuit court for the southern district of New York on January 2, 1908, rendered a decision involving unjust discrimination against colored passengers.

158 Fed. Rep., 511. It appeared from the facts of the case that certain colored persons bought tickets which entitled them as second-class passengers to transportation on defendant's steamships from Jacksonville, Fla., to New York City, with the privilege of a stop-over at Charleston, S. C., the remainder of the voyage to be made on any of defendant's vessels which stopped at Charleston. These passengers, after stopping over, boarded a vessel of defendant at Charleston which was about to sail for New York. As found by the jury they showed their tickets to the purser and the captain, who told them that because they were colored men they would only be taken in the steerage, and that unless they were willing to go as steerage passengers they must get off. The vessel in fact carried second-class passengers, and had accommodations for the same.

Upon this state of facts the court decided that these passengers were not bound to accept either alternative so offered, but were within their rights in staying on the vessel and insisting on the accommodations to which their contracts entitled them. The court further held that, such accommodations being persistently refused, the passengers were not obliged to surrender their tickets when demanded, and their refusal to do so did not prejudice their right to recover damages for breach of contract, or for mistreatment by the officers of the company while on the vessel.

Deviation from route.—On May 4, 1908, the United States Supreme Court held that deviation by a carrier of live stock from the usual and most direct route because of a washout on a connecting line, and the bad condition of its own tracks, will not, in the entire absence of all negligence in selecting the new route, which is as reasonably direct as is available under existing conditions, render the carrier liable for a loss occasioned by a flood at a point on such new route.

Appeal by the United States in criminal cases.—Congress on March 2, 1907, passed an act authorizing the United States to bring up a criminal case from a circuit court to the Supreme Court by a direct writ of error where an indictment has been quashed or set aside, or a demurrer to the indictment or any count thereof has been sustained on the ground of the invalidity or construction of the statute upon which the indictment was founded. The purpose of this law was that there might be no unnecessary delay in the administration of the criminal law, and that the courts of original jurisdiction may be instructed as to the validity and meaning of the particular criminal statute sought to be enforced.

The Supreme Court of the United States, in an opinion rendered on February 24, 1908, held that such a regulation is in the discretion

of Congress to prescribe, and does not violate any constitutional right of the accused, although such statute does not allow the accused to bring up the case in the same way when a demurrer to the indictment or some count thereof has been overruled. 208 U. S., 393.

BUREAU OF STATISTICS AND ACCOUNTS.

The Commission, shortly after its organization, in 1887, created a division of statistics, and, beginning with the year 1888, has published annually a report entitled "Statistics of Railways in the United States." In the fall of 1906, on account of the increased responsibilities imposed by the twentieth section of the act to regulate commerce, as amended, this division was enlarged to include supervision over railway accounts as well as over the compilation of railway reports. Meantime the development of the work has been such as to make advisable a change of the title, the title adopted being "Bureau of Statistics and Accounts."

The work accomplished by this bureau during the past year is narrated with considerable detail in the text of the Twentieth Annual Report on the Statistics of Railways in the United States. The main facts are as follows: A uniform system of operating accounts has been promulgated for express companies and electric railways, so far as they come under the jurisdiction of the Commission. The financial accounts for all agencies of transportation have been brought to a point at which general questions of public policy, as well as technical questions of accounting, claim consideration. It is regarded as a significant fact, and one which suggests the possibilities of supervisory control which lie in the administration of a prescribed system of accounting for public-service industries, that the further accounting orders of the Commission involve broad and comprehensive questions of public policy.

In the matter of annual reports, also, many changes have been made during the past year. Such reports are now required from express companies, from electric railways, and from sleeping-car companies. The forms for reports of steam railways have been arranged so as to require a less extended report from the small railways than from the large railways. A special form of report has been devised for switching and terminal companies, as well as for lessor companies, which maintain financial accounts only. A special form of report has been provided also for the use of carriers engaged in operations other than rail transportation. The purpose held in view in the revision of the forms for reports has been to provide for a clear and intelligent set of financial and operating statistics of such transportation agencies as are subject to the jurisdiction of federal law.

BOARD OF EXAMINERS.

The organization of the board of examiners, by means of which it is expected that the system of uniform accounts prescribed by the Commission will be made effective, has claimed constant attention during the year covered by this report. The plan of organization in its general outlines has been well defined, as well as the purpose of both the general and the special examinations and the rules and methods for conducting them. Without entering upon a discussion of the character and scope of this work, the Commission desires to make formal expression of the opinion that the board of examiners is essential for the exercise of that phase of supervisory control contemplated by the Congress under the twentieth section of the act to regulate commerce.

It is evident that a high grade of expert intelligence is required for the successful accomplishment of the task undertaken, especially during the initial years of the organization in which the character and standing of this branch of the Commission's service is being established, and some difficulty has been encountered in securing a sufficient number of men of broad experience and technical training. As the result, however, of persistent effort on the part of those who have this matter directly in charge, supported by the hearty cooperation of the Civil Service Commission, the difficulty mentioned seems in a fair way to be removed. There is no reason at the present time why the requisite number of competent examiners should not be obtained at no distant date.

VALUATION OF RAILWAY PROPERTY.

The Commission has, in previous reports, expressed the opinion that it would be wise for Congress to make provision for a physical valuation of railway property, and desires to reaffirm in this report its confidence in the wisdom of such a measure. The change which has gradually taken place in the past few years, as well as the increased responsibilities imposed upon the Commission by the amended act to regulate commerce, makes continually clearer the importance of an authoritative valuation of railway property, made in a uniform manner for all carriers in all parts of the country.

In the first place, the Commission has been called upon to pass judgment upon certain rate cases, in which the reasonableness of a general level or schedule of rates was brought into question, and for such cases one of the most important considerations is the amount of profit secured to the investment. It is not essential to this line of thought to express full agreement with the extreme advocates of valuation whose arguments seem to imply that, if the value of the property is known, a reasonable rate can be determined by mathe-

matical calculation. Many other considerations are involved in the problem, notably the manner in which the rate proposed will affect the industrial development of the country. When, however, all has been said along these lines that may properly be said, it nevertheless remains as a fundamental proposition that the actual investment in an enterprise needed for giving the public adequate transportation facilities is entitled to and should have a reasonable return, and no more than a reasonable return, in the form of a constant profit; and a reasonable schedule of rates is one that will produce such a result.

There is a growing tendency on the part of carriers to meet attacks upon their rates by making proof, through their own experts and officials, of the value of or the cost of reproducing their physical properties. In what is known as the "Spokane case," which is now under advisement by the Commission and which involves the reasonableness of the general schedules of Spokane rates on the Great Northern and Northern Pacific, the defendants, apparently at the expense of much time and labor, compiled elaborate and detailed valuations and offered them in evidence before the Commission in defense of the rates of which complaint had been made. It is obviously impossible for shippers who are the complainants in such cases to meet and rebut such testimony, or even intelligently to cross-examine the railroad witnesses by whom such proof is made. In addition to the large expense of retaining experts competent to make such investigations, neither the shippers nor their experts and agents under existing statutes have any right of access to the property of carriers, or to their records showing the cost of construction and other necessary information. The carriers, on the other hand, being in possession of the information, or having access to the records and to the property from which the information may be compiled and gathered, can use it or not in any given case as their interests may require. These considerations suggest the need of an official valuation of interstate carriers by the Commission, or under other government authority, which may be available in rate contests not only to the shippers who make the complaints and to the carriers who must defend their rates, but also to the Commission by which such issues must be decided.

A second consideration which leads the Commission to urge upon Congress provision for an authoritative valuation of railway property is the importance which the question of capitalization has assumed in recent years. No one at the present time can say whether railways are undercapitalized or overcapitalized; or, should objection be made to that way of putting the question, no one can say, with the information in hand, which of the roads are undercapitalized and which are overcapitalized. A valuation adequate to the problem in hand should

not stop with the simple statement of an amount; on the contrary, it should analyze the amount ascertained according to the sources from which the value accrues and show the economic character as well as the industrial significance of the several forms of value. In no other way is it possible to arrive at an intelligent understanding of that complex situation suggested by the phrase "railway capitalization."

A third argument in support of the plan of an authoritative valuation of railway property is found in the present unsatisfactory condition of railway balance sheets. The balance sheet is, perhaps, the most important of the statements that may be drawn from the accounts of corporations, for, if correctly drawn, it contains not only a classified statement of corporate assets and corporate liabilities, but it provides in the balance, that is to say, the "profit and loss," a quick and trustworthy measure of the success that has attended the operation and management of the property. Every balance sheet begins with "cost of property," against which is set a figure which purports to stand for the investment. This is no place to enter upon an extended criticism of the practice of American railways in the matter of their property accounts, nor is such a criticism necessary for the purpose in hand. It is sufficient to refer to the well-known fact that no court, or commission, or accountant, or financial writer would for a moment consider that the present balance-sheet statement purporting to give the "cost of property" suggests, even in a remote degree, a reliable measure either of money invested or of present value. Thus, at the first touch of critical analysis, the balance sheets published by American railways are found to be inadequate. They are incapable of rendering the service which may rightly be demanded of them. One cure seems possible for such a situation, and one only, and that is for the Government to make an authoritative valuation of railway property, and to provide that the amounts so determined should be entered upon the books of the carriers as the accepted measure of capital assets. Under no other condition can the Commission complete in a satisfactory manner the formulation of a standard system of accounts.

CONTROL OF CAPITALIZATION.

The problem of railway valuation touches the figure which should be allowed as a measure of the corporate investment placed at the service of the public; the problem of railway capitalization, on the other hand, as that word has come to be understood, pertains to the amount of securities that should be issued by a corporation and distributed to investors as the evidence and measure of their respective interests. What interest, if any, has the public in the amount and the kinds of securities issued by public service corporations?

The reasonable limit of stock and bond issues from the point of view of sound corporation finance is plain. No conservative management will increase securities beyond the ability of assured earnings to support the increased interest charges or dividend payments. To go beyond this would be to enter the domain of speculation. There may be cases in which it is wise, even in the interest of investors, to draw securities against future expectations, but speaking generally, and from the public point of view, it is better that a corporation whose solvency depends upon the use of speculative securities should acknowledge at once the necessity of reorganization rather than that the fund of the country's assured credits should be diluted by injecting into it paper of a speculative character. This assumption must approve itself to every observer of business conditions who appreciates the importance of a stable fund of business credits, and if Congress believes it within the sphere of the Government to take official notice of the distress and suffering incidental to commercial crises and business depressions, it can not proceed far along such a line of thought without being forced to recognize that the amount and character of corporate securities is an important element in the situation.

The direct interest of the Commission in the matter, however, arises from the fact that Congress has made this body a tribunal, when complaint is made, for inquiring into the reasonableness of railway rates. It has frequently been urged that capitalization exercises no influence upon rates, but such an assertion is at best a partial truth. When one holds in mind how persistently the courts oppose the enforced approach of railway tariffs to the line of confiscation; when one comes to realize how eager the carriers are to restore to their property accounts the value of the improvements of past years paid for out of revenues; when one clearly understands that so long as railways which operate on different levels of cost continue to compete for the same traffic, there must result a permanent differential profit to the more fortunate road; and, finally, when one reflects upon the fact that securities once issued are ordinarily beyond recall and beyond control, it is difficult to see how one can assert that the kind and amount of securities issued by a public service industry have no bearing on the problem of railway tariffs as that problem must be regarded by the Commission and by the courts. It is in fact the setting in which the problem is most frequently submitted for judicial consideration.

The Commission desires to avail itself of this opportunity of expressing to Congress its judgment that some adequate method of federal control over railway capitalization is required by the interests involved.

DESTRUCTION OF RECORDS.

The act to regulate commerce provides that—

“Any person * * * who shall willfully destroy, mutilate, alter, or by any other means or device falsify the record of any such account, record, or memoranda * * * shall be deemed guilty of a misdemeanor.”

Strict compliance with this provision, so far as the maintenance of records is concerned, has been the occasion of some embarrassment to the carriers because of the very large accumulations of papers under the present practice. It does not seem necessary, in order to attain the purpose intended, that every “book of accounts, record, or memoranda,” used in connection with operating and financial transactions should be retained indefinitely, but only those which are needed to test the integrity of the operating and financial statements and reports issued by the carrier, or which for any reason may be required for an effective administration by the Commission of the duties imposed upon it by law. It is therefore recommended that the twentieth section of the act to regulate commerce be so far modified as to authorize the Commission to issue orders from time to time specifying the operating, accounting, and financial papers, records, books, blanks, or documents of carriers which may be destroyed, and prescribing the length of time for which such papers, records, books, blanks, or documents shall be preserved.

STATISTICS OF RAILWAYS.

MONTHLY REPORTS.

This report has in past years included a statement of the operating revenues and operating expenses of railways for the fiscal year ending June 30 immediately preceding its date of issue, such statement having been compiled from the annual reports of the carriers in advance of their final compilation. The Bureau of Statistics and Accounts has this year substituted for such a preliminary report a compilation based upon the monthly reports of revenues and expenses, received for the twelve months ending June 30, 1908.

The classification of accounts prescribed by the Commission for interstate carriers under its orders of June 3, 1907, embraces such changes from the previous practice of carriers in keeping their accounts as impair the basis of comparison between the reports made by the carriers to the Commission of their gross and net earnings for the fiscal year ending June 30, 1908, and their reports of previous years. Among the changes then required was the exclusion from operating expenses of charges for additions and betterments to way and structures, the inclusion in operating expenses of formal depreciation charges, and other changes of minor significance. It follows, there-

fore, that in making a comparison of the figures reported under the new classifications for the past fiscal year with those reported for previous years, proper allowance should be made for these differences in classification.

The following tables present the results of a compilation of the monthly reports of Revenues and Expenses received for the twelve months ended June 30, 1908:

Summary of operating revenues, operating expenses, and taxes for the year ending June 30, 1908.

Item.	Amount.	Ratio to total operating revenues.	Per mile of line. ^a
		<i>Per cent.</i>	
Freight revenue.....	\$1,665,119,842	68.68	\$7,364
Passenger revenue.....	566,905,109	23.38	2,507
All other revenue from transportation.....	167,873,795	6.92	742
Revenue from operations other than transportation.....	24,687,932	1.02	109
Total operating revenues.....	^b 2,424,640,637	100.00	10,722
Less total operating expenses.....	1,695,101,879	69.91	7,496
Net operating revenue.....	729,538,758	30.09	3,226
Taxes.....	83,860,516	3.46	371
Operating income.....	645,678,242	26.63	2,855

^a On basis of average mileage operated during the year, 226,121.10 miles; mileage operated at end of year, 227,678.06 miles.

^b Includes \$53,959 unclassified.

The distribution of the totals in the above summary among the several months of the fiscal year, classified according to the general accounts for which the prescribed system of accounting makes provision, is also submitted.

ing June 30, 1908.

US.

orta- enses.	General expenses.
139. 49	\$4, 464, 193. 89
337. 45	19. 93
862. 38	4, 462, 225. 10
343. 43	19. 87
092. 92	4, 595, 803. 47
345. 88	20. 45
710. 20	4, 738, 650. 53
371. 68	21. 04
966. 61	4, 680, 492. 39
358. 49	20. 74
805. 39	5, 156, 975. 53
341. 22	22. 78
908. 65	4, 830, 214. 46
320. 71	21. 30
928. 01	4, 590, 960. 20
303. 64	20. 22
543. 48	4, 693, 273. 58
312. 54	20. 69
772. 94	4, 535, 574. 09
239. 31	19. 94
539. 42	4, 594, 256. 81
284. 54	20. 22
078. 12	4, 749, 448. 88
283. 20	20. 86
247. 61	56, 092, 068. 93
390. 65	248. 06
36. 28	2. 31

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Summary of monthly reports of operating revenues and operating expenses of all classes of steam roads for the year ending June 30, 1908.

Item.	Number of roads represented.	Mileage operated at end of month.	Operating revenues.					Operating expenses.							Ratio of operating expenses to operating revenues.				
			Freight revenue.	Passenger revenue.	All other revenue from transportation.	Revenue from operations other than transportation.	Total.	Maintenance of way and structures.	Maintenance of equipment.	Traffic expenses.	Transportation expenses.	General expenses.	Total.	Net operating revenue.		Taxes.	Operating income.		
			<i>Miles.</i>																<i>Per cent.</i>
July, 1907, total.....	794	223,958.86	\$155,015,717.17	\$56,740,755.49	\$14,836,104.48	\$2,367,056.50	\$228,966,408.87	\$33,281,446.71	\$35,771,157.20	\$4,317,565.65	\$75,575,139.49	\$4,464,193.89	\$154,020,066.33	\$74,946,342.54	\$6,795,641.97	\$68,150,700.57	67.27		
Per mile of line.....			692.16	253.35	66.24	10.57	1,022.36	148.61	159.72	19.28	337.45	19.93	687.72	334.64	30.34	304.30	67.27		
August, 1907, total.....	790	224,560.17	163,054,966.03	61,879,018.36	14,641,115.29	2,346,424.11	241,927,308.35	34,832,507.21	36,596,736.15	4,176,798.83	77,119,362.38	4,462,225.10	157,761,701.12	84,165,607.23	6,881,616.94	77,283,900.29	65.21		
Per mile of line.....			726.11	275.55	65.20	10.45	1,077.34	155.11	162.97	18.60	343.43	19.87	702.54	374.80	30.64	344.16	65.21		
September, 1907, total.....	782	224,744.90	160,684,225.12	57,534,215.26	14,256,161.83	2,126,842.62	234,607,549.18	34,155,840.58	36,001,023.70	4,238,658.00	77,734,092.92	4,595,803.47	157,266,042.50	77,341,506.68	6,805,872.14	70,535,634.54	67.03		
Per mile of line.....			714.96	256.00	63.43	9.46	1,043.88	151.98	160.19	18.86	345.88	20.45	699.75	344.13	30.28	313.85	67.03		
October, 1907, total.....	776	225,216.74	180,467,548.15	52,957,046.65	15,308,241.84	2,235,866.50	250,976,436.78	35,488,003.91	38,958,319.83	4,408,922.29	83,708,710.20	4,738,650.53	167,945,936.80	83,030,499.98	7,088,825.19	75,941,674.79	66.92		
Per mile of line.....			801.31	235.14	67.97	9.93	1,114.38	157.57	172.98	19.58	371.68	21.04	745.71	368.67	31.48	337.19	66.92		
November, 1907, total.....	772	225,658.28	158,116,060.82	45,787,730.69	14,671,177.80	2,237,626.92	220,818,658.58	29,377,922.45	35,460,888.31	4,020,319.07	80,896,966.61	4,680,492.39	155,117,131.17	65,701,507.41	6,912,708.77	58,788,798.64	70.25		
Per mile of line.....			700.69	202.91	65.01	9.92	978.55	130.19	157.14	17.82	358.49	20.74	687.40	291.15	30.63	260.52	70.25		
December, 1907, total.....	776	226,359.12	132,482,712.43	45,720,431.55	14,257,852.41	2,276,258.04	194,737,255.03	23,744,672.49	32,795,372.44	3,985,491.08	77,237,805.39	5,156,975.53	143,515,038.37	51,222,216.66	6,849,013.71	44,373,202.95	73.70		
Per mile of line.....			585.28	201.98	62.99	10.05	860.80	104.90	144.88	17.61	341.22	22.78	634.01	226.29	30.26	196.03	73.70		
January, 1908, total.....	783	226,779.94	118,501,201.00	40,281,491.66	12,986,848.41	2,154,753.52	173,874,294.59	21,186,267.96	29,736,214.92	3,951,686.79	72,730,308.65	4,830,214.46	132,908,391.55	40,875,903.04	6,752,058.63	34,123,844.41	76.49		
Per mile of line.....			522.54	177.40	57.27	9.50	766.71	93.42	131.12	17.43	320.71	21.30	586.47	180.24	29.77	150.47	76.49		
February, 1908, total.....	779	227,017.43	110,867,622.36	36,105,655.93	12,507,968.16	1,787,328.45	161,268,574.90	19,020,725.67	27,486,414.66	3,807,322.50	68,931,928.01	4,590,960.20	124,391,195.80	36,877,379.10	6,816,363.39	30,061,015.71	77.13		
Per mile of line.....			488.37	159.04	55.10	7.87	710.38	83.79	121.08	16.77	303.64	20.22	547.94	162.44	30.03	132.41	77.13		
March, 1908, total.....	774	226,858.46	128,314,998.93	40,195,956.53	13,453,215.45	1,831,515.32	183,795,686.43	20,878,254.51	28,186,274.55	3,820,068.32	70,902,548.48	4,693,273.58	128,994,034.16	54,801,652.27	6,860,995.64	47,940,656.63	70.18		
Per mile of line.....			565.62	177.19	59.30	8.07	810.18	92.03	124.25	16.84	312.54	20.69	568.61	241.57	30.24	211.33	70.18		
April, 1908, total.....	774	227,382.07	119,127,234.18	41,013,075.04	13,351,617.09	1,597,563.67	175,096,037.49	24,200,357.32	26,041,154.01	3,835,220.24	65,783,772.94	4,535,574.09	124,913,605.98	50,182,431.51	7,074,027.07	43,108,404.44	71.34		
Per mile of line.....			523.91	180.37	58.72	7.03	770.05	106.43	114.53	16.87	289.31	19.94	549.35	220.70	31.11	189.59	71.34		
May, 1908, total.....	776	227,239.16	116,638,371.25	42,750,378.05	13,478,440.82	1,679,101.91	174,554,216.03	26,387,874.50	24,612,508.64	3,819,931.97	64,657,539.42	4,594,256.81	124,562,818.32	49,991,397.71	7,101,518.89	42,889,878.82	71.36		
Per mile of line.....			513.28	188.13	59.31	7.39	768.15	116.12	108.21	16.81	284.51	20.22	548.16	219.96	31.25	188.74	71.36		
June, 1908, total.....	769	227,678.06	121,849,184.45	45,989,353.57	14,125,051.19	2,047,594.01	184,018,230.78	29,297,068.56	20,573,967.83	4,018,061.15	64,477,978.12	4,749,448.88	123,615,916.43	60,402,314.35	7,921,874.07	52,480,440.28	67.18		
Per mile of line.....			535.18	201.99	62.04	9.00	808.24	128.68	90.36	17.65	286.30	20.86	542.94	265.30	34.80	230.50	67.18		
Total for the year.....			1,665,119,841.89	566,905,108.78	167,873,794.77	24,687,932.37	2,424,640,637.01	331,851,543.87	372,220,062.54	48,400,635.92	879,757,247.61	56,092,088.93	1,695,101,878.53	729,538,758.48	83,800,516.41	645,678,242.07	69.91		
Per mile of line.....			7,363.84	2,507.09	742.40	109.18	10,722.75	1,467.58	1,646.11	214.05	3,890.65	248.06	7,496.43	3,226.32	370.57	2,825.45	69.91		
Ratio to total operating revenues (per cent.).....			68.63	23.38	6.92	1.02	106.00	13.69	15.35	2.00	36.28	2.31	69.91	30.09	3.46	26.63	69.91		
a Includes \$6,775.23 unclassified.			c Includes \$6,104.35 unclassified.			e Includes \$6,042.35 unclassified.			g Includes \$7,924.00 unclassified.			i Includes \$53,959.20 unclassified.			k Includes \$6,780,319.66 unclassified.				
b Includes \$610,533.39 unclassified.			d Includes \$540,623.83 unclassified.			f Includes \$7,733.64 unclassified.			h Includes \$533,844.76 unclassified.			j Includes \$490,706.98 unclassified.			l Includes \$6,547.51 unclassified.				
c Includes \$5,784.56 unclassified.			e Includes \$573,571.45 unclassified.			g Includes \$594,721.44 unclassified.			i Includes \$6,547.51 unclassified.			k Includes \$7,047.56 unclassified.			m Includes \$498,161.86 unclassified.				
d Includes \$573,571.45 unclassified.			f Includes \$543,328.04 unclassified.			h Includes \$553,958.77 unclassified.			j Includes \$517,527.38 unclassified.			l Includes \$498,161.86 unclassified.			n Based on 226,121.10 miles, average mileage operated during year.				

It is possible to bring the statement of operating revenues and operating expenses even closer to the date of transmitting this report to Congress. The following summary submits a comparative quarterly statement covering the months of July, August, and September of the fiscal years ending June 30, 1908 and 1909. The mileage covered by this statement is of course different for the two years under consideration, and for strictly comparative purposes the assignments per mile of line rather than the totals should be used.

Comparative summary of operating revenues, operating expenses, and taxes for the first quarter of the years ending June 30, 1908 and 1909.

Item.	July, August, and September, 1907.			July, August, and September, 1908.		
	Amount.	Ratio to total operating revenues.	Per mile of line.	Amount.	Ratio to total operating revenues.	Per mile of line.
		<i>Per cent.</i>			<i>Per cent.</i>	
Freight revenue.....	\$478,754,908.32	67.86	\$2,133.28	\$410,017,700.77	66.30	\$1,799.32
Passenger revenue.....	176,153,989.11	24.97	784.92	162,254,981.32	26.24	712.04
Other transportation revenue..	43,733,381.60	6.20	194.87	40,733,191.17	6.59	178.75
Nontransportation revenue....	6,840,323.23	.97	30.48	5,388,836.53	.87	23.65
Total operating revenues ^a	705,501,266.40	100.00	3,143.64	618,434,805.08	100.00	2,713.93
Less total operating expenses..	469,047,809.95	66.49	2,090.03	395,328,576.17	63.92	1,734.86
Net operating revenue....	236,453,456.45	33.51	1,053.61	223,106,228.91	36.08	979.07
Less taxes.....	20,483,131.05	2.90	91.27	21,703,430.54	3.51	95.24
Operating income.....	215,970,325.40	30.61	962.34	201,402,798.37	32.57	883.83

^a Includes unclassified for 1908, \$18,664.14; 1909, \$10,095.29.

Average mileage operated during the first quarter of the fiscal year 1908, 224,421.31 miles; and of the fiscal year 1909, 227,873.83 miles.

FINAL REPORT FOR THE YEAR ENDING JUNE 30, 1907.

The Twentieth Annual Report on the Statistics of Railways in the United States is published as a separate volume. An abstract of this report, covering the more important data, is here given.

MILEAGE.

The report shows that on June 30, 1907, the total single-track railway mileage in the United States was 229,951.19 miles, or 5,588.02 miles more than at the end of the previous year. An increase in mileage exceeding 100 miles appears for Arkansas, California, Colorado, Florida, Georgia, Idaho, Louisiana, Mississippi, Nebraska, Nevada, North Dakota, South Dakota, Texas, Utah, Washington, West Virginia, Wisconsin, Wyoming, and New Mexico.

Substantially complete returns were rendered to the Commission for 227,454.83 miles of line operated, including 8,325.97 miles used under trackage rights. The aggregate length of railway mileage, including tracks of all kinds, was 327,975.26 miles. This mileage was thus classified: Single track, 227,454.83 miles; second track,

19,420.82 miles; third track, 1,960.42 miles; fourth track, 1,389.73 miles; and yard track and sidings, 77,749.46 miles. These figures indicate that there was an increase of 10,892.07 miles in the aggregate length of all tracks, of which 3,988.55 miles, or 36.62 per cent, represented the extension of yard track and sidings.

The number of railways for which mileage is included in the report was 2,440. During the year railway companies owning 2,811.65 miles of line were reorganized, merged, or consolidated. The corresponding figure for the year 1906 was 4,054.46 miles.

The report shows that for the year ending June 30, 1907, the mileage of roads operated by receivers was 3,926.31 miles, or a decrease of 45.12 miles as compared with 1906. The number of roads in the hands of receivers was 29.

EQUIPMENT.

On June 30, 1907, there were in the service of the carriers 55,388 locomotives, the increase being 3,716. These locomotives, excepting 1,237, were classified as—passenger, 12,814; freight, 32,079; and switching, 9,258.

The total number of cars of all classes was 2,126,594, or 167,682 more than for the year 1906. This rolling stock was thus assigned: Passenger service, 43,973 cars; freight service, 1,991,557 cars; and companies' service, 91,064 cars. These figures do not include private cars of commercial firms or corporations.

The average number of locomotives per 1,000 miles of line was 243, and the average number of cars per 1,000 miles of line was 9,350. The number of passenger-miles per passenger locomotive was 2,163,146, showing an increase of 108,510 passenger-miles as compared with the previous year. The number of ton-miles per freight locomotive was 7,375,585, showing an increase of 143,022 ton-miles.

The number of locomotives and cars in the service of the railways aggregated 2,181,982, of which 2,059,426 were fitted with train brakes, or an increase of 231,637 over the previous year, and 2,159,534 were fitted with automatic couplers, or an increase of 169,738. Nearly all the locomotives and cars in the passenger service had train brakes, and all but 58 locomotives in the same service were fitted with automatic couplers. Only 1.17 per cent of cars in the passenger service were without automatic couplers. Substantially all the freight locomotives had train brakes and automatic couplers. Of 1,991,557 cars in the freight service on June 30, 1907, the number fitted with train brakes was 1,901,881, and with automatic couplers 1,972,804.

EMPLOYEES.

The number of persons reported as on the pay rolls of the railways in the United States on June 30, 1907, was 1,672,074, which is equivalent to an average of 735 employees per 100 miles of line. As com-

pared with the year 1906, these figures show an increase of 150,719 in the number of employees, or 51 per 100 miles of line. Of the employees, 65,298 were enginemen, 69,384 firemen, 48,869 conductors, and 134,257 other trainmen. There were 53,414 switch tenders, crossing tenders, and watchmen. The total number of railway employees, disregarding a small number not assigned, were apportioned among the four general divisions of railway employment as follows: For general administration, 64,808; for maintenance of way and structures, 538,003; for maintenance of equipment, 352,181; and for conducting transportation, 713,465.

The report includes summaries showing the average daily compensation of 18 classes of employees for a series of years, and also the aggregate amount of compensation returned for the several classes. The total amount of wages and salaries reported as paid to employees during the year ending June 30, 1907, was \$1,072,386,427.

PUBLIC SERVICE OF RAILWAYS.

The report shows that the number of passengers carried by the railways during the year ending June 30, 1907, was 873,905,133, this item being 75,959,017 more than for the year ending June 30, 1906. The passenger-mileage, or the number of passengers carried 1 mile, was 27,718,554,030, the increase being 2,551,313,199 passenger-miles.

The number of tons of freight shown as carried (including freight received from connections) was 1,796,336,659, which exceeds the tonnage of the year 1906 by 164,962,440 tons. The ton-mileage, or the number of tons carried 1 mile, was 236,601,390,103, the increase being 20,723,838,862 ton-miles. The number of tons carried 1 mile per mile of line was 1,052,119 indicating an increase of 69,718 ton-miles per mile of line in the density of freight traffic.

The average revenue per passenger per mile for the year ending June 30, 1907, was 2.014 cents. For the preceding year the average was 2.003 cents. The average revenue per ton per mile was 0.759 cent; the like average for the year 1906 was 0.748 cent. The earnings per train mile show an increase for both passenger and freight trains. The figures show an increase in the average cost of running a train 1 mile. The ratio of operating expenses to earnings for the year 1907 was 67.53 per cent. For 1906 this ratio was 66.08 per cent.

EARNINGS AND EXPENSES.

The gross earnings of the railways in the United States from the operation of 227,454.83 miles of line were for the year ending June 30, 1907, \$2,589,105,578, being \$263,340,411 greater than for the year 1906. Their operating expenses were \$1,748,515,814, or \$211,638,543 more than in 1906. The following figures present a statement of gross earnings in detail and show the increase of the several items

over those of the previous year: Passenger revenue, \$564,606,343—increase, \$54,573,760; mail, \$50,378,964—increase, \$3,007,511; express, \$57,332,931—increase, \$6,322,001; other earnings from passenger service, \$12,674,899—increase, \$1,360,662; freight revenue, \$1,823,651,998—increase, \$183,265,343; other earnings from freight service, \$6,113,648—increase, \$468,426; other earnings from operation, including unclassified items, \$74,346,795—increase, \$14,342,708. Gross earnings from operations per mile of line averaged \$11,383, the corresponding average for the year 1906 being \$923 less.

The operating expenses were assigned to the four general classes as follows: For maintenance of way and structures, \$343,544,907; maintenance of equipment, \$368,061,728; conducting transportation, \$970,952,924; general expenses, \$65,404,655; undistributed, \$551,600. Operating expenses averaged \$7.687 per mile of line, this average showing an increase of \$775 per mile in comparison with the year 1906.

The income from operation, or the net earnings of the railways, amounted to \$840,589,764. This amount exceeds the corresponding one for the previous year by \$51,701,868. The net earnings per mile of line for 1907 averaged \$3,696; for 1906, \$3,548; and for 1905, \$3,189. The amount of income attributable to sources other than operation was \$286,583,942. This amount includes the following items: Income from lease of road, \$124,705,781; dividends on stocks owned, \$88,523,952; interest on bonds owned, \$24,361,054; and miscellaneous income, \$48,993,155. The total income of the railways (\$1,127,173,706)—that is, the net earnings and income from lease, investments, and miscellaneous sources—is the amount from which fixed and other charges against income are taken to ascertain the sum available for dividends. Such deductions aggregated \$677,712,518, thus leaving \$449,461,188 as the net income for the year ending June 30, 1907, available for dividends or surplus.

The amount of dividends declared during the year under review (including \$49,297 representing other earnings to stockholders) was \$308,137,924, leaving as the surplus from the operations of the year ending June 30, 1907, \$141,323,264. The surplus from operations as shown for the preceding year was \$112,334,761. The amount of deduction from income as stated above, \$677,712,518, comprises these items: Salaries and maintenance of organization, \$648,835; interest accrued on funded debt, \$344,242,617; interest on current liabilities, \$16,671,532; rents paid for lease of road, \$128,766,452; taxes, \$80,312,375; permanent improvements charged to income account, \$38,552,890; other deductions, \$68,517,817.

The preceding figures for the income and expenditures of railway companies are compiled from the annual reports of leased roads as well as of operating roads, and include duplications in certain items

of income and also of expenditures on account of the fact that, in general, the income of a leased road is the rent which it receives from its lessee. The statistical report includes, however, a summary which presents an income account for all the railways considered as a single system, from which intercorporate payments are substantially eliminated.

The complete report includes a summary showing the total taxes and assessments of the railways by States and Territories and also an analysis showing the basis of assessment.

RAILWAY ACCIDENTS.

In their annual reports to the Interstate Commerce Commission, carriers include returns for all casualties to passengers, employees, trespassers, and other persons. The following figures are therefore not comparable with details in the Commission's Accident Bulletins, based on monthly reports, since the latter relate chiefly to casualties to passengers and to employees while on duty on or about trains.

The total number of casualties to persons on the railways for the year ending June 30, 1907, was 122,855, of which 11,839 represented the number of persons killed and 111,016 the number injured. Casualties occurred among three general classes of railway employees, as follows: Trainmen, 2,537 killed and 40,755 injured; switch tenders, crossing tenders, and watchmen, 169 killed, 1,091 injured; other employees, 1,828 killed, 45,798 injured. The casualties to employees coupling and uncoupling cars were: Employees killed, 308; injured, 4,353. The casualties connected with coupling and uncoupling cars are assigned as follows: Trainmen killed, 272; injured, 4,062; switch tenders, crossing tenders, and watchmen killed, 19; injured, 149; other employees killed, 17; injured, 142.

The casualties due to falling from trains, locomotives, or cars in motion were: Trainmen killed, 497; injured, 5,898; switch tenders, crossing tenders, and watchmen killed, 19; injured, 160; other employees killed, 64; injured, 653. The casualties due to jumping on or off trains, locomotives, or cars in motion were: Trainmen killed, 147; injured, 5,496; switch tenders, crossing tenders, and watchmen killed, 12; injured, 171; other employees killed, 66; injured, 720. The casualties to the same three classes of employees in consequence of collisions and derailments were: Trainmen killed, 776; injured, 6,273; switch tenders, crossing tenders, and watchmen killed, 7; injured, 58; other employees killed, 111; injured, 1,019.

The number of passengers killed in the course of the year 1907 was 610 and the number injured 13,041. During the previous year 359 passengers were killed and 10,764 injured. There were 376 passengers killed and 8,113 injured because of collisions and derailments. The total number of persons other than employees and passengers

killed was 6,695; injured, 10,331. These figures include the casualties to persons trespassing, of whom 5,612 were killed and 5,512 were injured. The total number of casualties to persons other than employees from being struck by trains, locomotives, or cars was 5,327 killed and 4,876 injured. The casualties of this class were: At highway crossings, passengers killed, 1, injured, 20; other persons killed, 933, injured, 1,797; at stations, passengers killed, 34, injured, 102; other persons killed, 510, injured, 682; at other points along track, passengers killed, 4, injured, 12; other persons killed, 3,845, injured, 2,263. The ratios of casualties indicate that 1 employee in every 369 was killed and 1 employee in every 19 was injured. With regard to trainmen—that is, enginemen, firemen, conductors, and other trainmen—it appears that 1 trainman was killed for every 125 employed and 1 was injured for every 8 employed.

In 1907, 1 passenger was killed for every 1,432,631 carried, and 1 injured for every 67,012 carried. For 1906 the figures show that 2,222,691 passengers were carried for 1 killed, and 74,131 passengers were carried for 1 injured. With respect to the number of miles traveled, the figures for 1907 show that 45,440,253 passenger-miles were accomplished for each passenger killed, and 2,125,493 passenger-miles for each passenger injured. For 1906 the figures were 70,103,735 passenger-miles for each passenger killed, and 2,338,094 passenger-miles for each passenger injured.

NATIONAL ASSOCIATION OF RAILWAY COMMISSIONERS.

The Twentieth Annual Convention of the National Association of Railway Commissioners was held in the rooms of the Commission at Washington, D. C., October 6, 7, and 8, 1908. The attendance at the convention was not as large as in previous years, probably owing to the fact that the meeting was held during a presidential campaign. It was apparent, however, that the attitude of the individual members present, and also of the association as a body, both in regard to federal and state control of common carriers, was more harmonious and conclusive than at any previous convention. The reports of the more important committees showed a degree of thoroughness in their preparation not before so strongly in evidence. The reports of the committees on grade crossings, on railway statistics, on car demurrage, and on railway valuation were particularly exhaustive in the treatment of the subjects assigned, and might well be made a part of this report were it not considered undesirable to incorporate herein material more properly belonging to the annual report of the Association of Railway Commissioners.

By order of the convention, the committee on railway statistics was directed to report a definite plan for the separation of earnings

and expenses by state lines, which report, when submitted to the convention, was unanimously adopted.

The convention also, by unanimous action, created a new committee, consisting of one member from each state commission, to be known as the committee on car demurrage and efficiency, the object being to prepare uniform rules and regulations governing car demurrage and car efficiency which should apply alike to state and to interstate business, and be satisfactory to the federal and state officials on the one hand and to the carrier and shipper on the other. It is unnecessary to call attention to the very great importance of the work assigned to this committee.

The attitude of the state railway commissions in their efforts to cooperate with the federal commission can not be too strongly commended, and from present indications the Commission feels warranted in predicting a still further advance in this direction during the coming year.

STREET RAILWAYS IN THE DISTRICT OF COLUMBIA.

The act of May 23, 1908, giving the Commission certain powers in respect of street railroads in the District of Columbia, and the action of the Commission in discharging the duties imposed upon it by the act, will be made the subject of a special report.

SUMMARY OF RECOMMENDATIONS.

In conclusion, we summarize the recommendations hereinbefore made as follows:

That the Commission be given authority, in its discretion, to restrain the advance of a rate or the change of a rule, regulation, or practice pending proceedings before it to determine the reasonableness of the advance or change.

That the act be so amended as to remedy the defect disclosed by the recent decision of the Supreme Court in the Harriman case.

That appropriate legislation be enacted in respect of the misquotation of rates.

That the Commission's authority in respect of enforcement of the hours of service law be made more definite.

That legislation be enacted looking to the compulsory use of the block-signal system.

That the twentieth section of the act be so far modified as to authorize the Commission to issue orders specifying the records and accounts of carriers which may be destroyed, and prescribing the length of time for which such records and accounts shall be preserved.

That provision be made for a physical valuation of railway property and for the supervision and control of railway capitalization.

All of which is respectfully submitted.

MARTIN A. KNAPP.

JUDSON C. CLEMENTS.

CHARLES A. PROUTY.

FRANCIS M. COCKRELL.

FRANKLIN K. LANE.

EDGAR E. CLARK.

JAMES S. HARLAN.

APPENDIX A.

STATEMENT OF APPROPRIATION AND EXPENDITURES AND OF PERSONS EMPLOYED BY THE COMMISSION.

STATEMENT OF APPROPRIATION AND EXPENDITURES AND OF PERSONS EMPLOYED BY THE COMMISSION.

STATEMENT OF APPROPRIATION AND AGGREGATE EXPENDITURES FOR THE INTER-STATE COMMERCE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1908.

Sundry civil act, March 4, 1907.—For salaries of Commissioners, as provided by the "act to regulate commerce".....	\$70,000.00	
For salary of secretary.....	5,000.00	
		\$75,000.00
Sundry civil act, March 4, 1907.—For all other necessary expenditures to enable the Commission to give effect to and execute the provisions of the "act to regulate commerce".....		603,245.00
To enable the Interstate Commerce Commission to keep informed regarding compliance with the "act to promote the safety of employees and travelers upon railroads," approved March 2, 1893, and to enforce the requirements of the said act.....		100,000.00
To enable the Interstate Commerce Commission to investigate in regard to the use and necessity for block signal systems and appliances for the automatic control of railway trains.....		50,000.00
Total.....		828,245.00

Amounts expended under appropriations for the year ending June 30, 1908:

As salaries to Commissioners and secretary.....	\$75,000.00	
All other necessary expenditures.....	561,549.51	
Safety-appliance act, approved March 2, 1893.....	89,218.06	
Block signal and train control.....	10,763.34	
Total.....		736,530.91
Unexpended balance of appropriations June 30, 1908:		
All other necessary expenditures.....	\$41,695.49	
Safety-appliance act, approved March 2, 1893.....	10,781.94	
Block signal and train control.....	39,236.66	
		91,714.09
		828,245.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Charles A. Lutz.....	Chief examiner of accounts.	Kentucky.....	½ month.....	\$5,000.00
John M. Jones.....	In charge of tariffs.....	Georgia.....	1 month.....	3,600.00
Lewellyn A. Shaver....	Solicitor.....	Alabama.....	1 year.....	3,500.00
Patrick J. Farrell.....	Attorney.....	Vermont.....	do.....	3,000.00
William J. Meyers.....	Special agent.....	Colorado.....	3 months.....	3,000.00
Jesse M. Smith.....	Auditor.....	Alabama.....	1 year.....	2,750.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
William H. Connolly...	Chief clerk.....	North Dakota.....	1 year.....	\$2,750.00
John H. Marble.....	Attorney.....	California.....	do.....	2,750.00
Luther M. Walter.....	do.....	Kentucky.....	7 months.....	2,750.00
H. S. Milstead.....	Disbursing clerk.....	Virginia.....	1 year.....	2,500.00
Walter E. Burleigh.....	Assistant statistician.....	New Hampshire.....	do.....	2,500.00
George T. Roberts.....	Assistant auditor.....	Vermont.....	do.....	2,500.00
Albion L. Headburg.....	Special examiner.....	Illinois.....	11 months, 12 days.....	2,500.00
George N. Brown.....	Attorney.....	do.....	11 months.....	2,500.00
Charles D. Drayton.....	Confidential clerk.....	South Carolina.....	5 months.....	2,000.00
Do.....	Attorney.....	do.....	7 months.....	2,500.00
George S. Seymour.....	Special examiner.....	New York.....	10½ months, 1 day.....	2,500.00
Clifton F. Balch.....	do.....	Illinois.....	10 months.....	2,500.00
William P. Bird.....	do.....	New York.....	9 months, 12 days.....	2,500.00
William E. Lamb.....	Attorney.....	Iowa.....	8 months, 11 days.....	2,500.00
James Edgar Smith.....	do.....	District of Columbia.....	8 months.....	2,500.00
Frank Lyon.....	do.....	Virginia.....	do.....	2,500.00
Walter E. McCornack.....	do.....	Illinois.....	6½ months, 4 days.....	2,500.00
Gaston C. Hand.....	Senior examiner.....	New York.....	4½ months, 13 days.....	2,500.00
George F. Moore.....	do.....	Indiana.....	4 months, 2 days.....	2,500.00
Garry Brown.....	Special examiner.....	New York.....	13 days.....	2,500.00
J. Howard Fishback.....	Chief of division.....	District of Columbia.....	1 year.....	2,250.00
Henry Talbott.....	Law clerk.....	Illinois.....	do.....	2,000.00
Samuel W. Briggs.....	do.....	Iowa.....	do.....	2,000.00
Ward Prouty.....	Confidential clerk.....	Vermont.....	do.....	2,000.00
Allen V. Cockrell.....	do.....	Missouri.....	do.....	2,000.00
Livingston Vann.....	Clerk.....	Florida.....	do.....	2,000.00
Charles F. Gerry.....	Confidential clerk.....	Maryland.....	do.....	2,000.00
John S. Burchmore.....	do.....	Illinois.....	do.....	2,000.00
Edward L. Pugh.....	Clerk.....	Alabama.....	do.....	2,000.00
John J. McAuliffe.....	Official stenographer.....	District of Columbia.....	do.....	2,000.00
Raymond Loranx.....	Clerk.....	Iowa.....	do.....	2,000.00
Ross D. Rynder.....	do.....	Pennsylvania.....	6 months.....	1,600.00
Do.....	Confidential clerk.....	do.....	do.....	2,000.00
Joseph G. Blount.....	Clerk.....	Georgia.....	5½ months, 13 days.....	1,400.00
Do.....	Confidential clerk.....	do.....	4 months, 7 days.....	2,000.00
Allan P. Matthew.....	do.....	California.....	6½ months, 1 day.....	1,800.00
Do.....	do.....	do.....	2 months.....	2,000.00
C. V. Conover.....	Special examiner.....	Michigan.....	8 months, 7 days.....	2,000.00
Arnold C. Hansen.....	do.....	New Jersey.....	4½ months, 1 day.....	2,000.00
Walter V. Wilson.....	do.....	Illinois.....	4 months, 2 days.....	2,000.00
George M. Curtis.....	do.....	West Virginia.....	3½ months, 14 days.....	2,000.00
Robert F. McMillan.....	Clerk.....	Indiana.....	1 year.....	1,800.00
Robert G. Batten.....	do.....	Georgia.....	do.....	1,800.00
Bloom D. Chapman.....	do.....	New York.....	do.....	1,800.00
George M. Crosland.....	do.....	South Carolina.....	do.....	1,800.00
Jack F. Moss.....	do.....	Mississippi.....	do.....	1,800.00
Alfred Holmead.....	do.....	District of Columbia.....	do.....	1,800.00
Silas H. Smith.....	Special agent.....	Kentucky.....	do.....	1,800.00
Lawrence B. Johnson.....	do.....	North Carolina.....	do.....	1,800.00
Daniel M. Wood.....	Clerk.....	New York.....	do.....	1,800.00
Thomas Jackson.....	do.....	do.....	do.....	1,800.00
Duncan L. Richmond.....	do.....	District of Columbia.....	do.....	1,800.00
Albert H. Lossow.....	Assistant attorney.....	Minnesota.....	do.....	1,800.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
W. C. Sanford.....	Special examiner.....	Michigan.....	1 year.....	\$1,800.00
Frank H. Dixon.....	do.....	New Hampshire.....	11½ months, 13 days..	1,800.00
Fred W. Sweney.....	Clerk.....	Missouri.....	3 months.....	1,500.00
Do.....	do.....	do.....	5 months.....	1,800.00
Do.....	Special examiner.....	do.....	4 months.....	1,800.00
S. L. Lupton.....	do.....	Virginia.....	11 months, 2 days..	1,800.00
D. E. Brown.....	do.....	New York.....	9½ months, 11 days..	1,800.00
R. H. Snead.....	do.....	Colorado.....	9½ months, 7 days..	1,800.00
J. C. Harraman.....	Clerk.....	Ohio.....	7½ months.....	1,200.00
Do.....	Special agent.....	do.....	4½ months.....	1,800.00
W. A. Ryan.....	do.....	New York.....	7 months, 13 days..	1,800.00
Ralph M. McKenzie.....	do.....	Wisconsin.....	7 months.....	1,800.00
Thomas P. Riley.....	do.....	New Jersey.....	4 months, 14 days..	1,800.00
J. E. Archer.....	Chief inspector.....	Texas.....	4 months, 10 days..	1,800.00
Frank W. Arnold.....	Special agent.....	Illinois.....	4 months, 7 days..	1,800.00
T. B. Dean.....	do.....	Kentucky.....	4 months.....	1,800.00
Frederic N. Clark.....	do.....	Michigan.....	3 months, 5 days..	1,800.00
Do.....	Temporary clerk.....	do.....	1 month.....	1,200.00
Charles N. Brady.....	Special agent.....	Vermont.....	3½ months, 4 days..	1,800.00
Jacob E. Conner.....	do.....	Iowa.....	1½ months.....	1,800.00
Harry C. Robinson.....	Clerk.....	Vermont.....	1 year.....	1,600.00
Edward M. Graney.....	do.....	New York.....	do.....	1,600.00
Ervin C. Bowen.....	do.....	District of Columbia...	do.....	1,600.00
William A. King.....	do.....	New York.....	do.....	1,600.00
Eugene L. Gaddess.....	do.....	Virginia.....	do.....	1,600.00
William McCambridge.....	Confidential clerk.....	Illinois.....	6 months.....	1,600.00
Do.....	Clerk.....	do.....	do.....	1,600.00
John S. Walker.....	do.....	Iowa.....	1 year.....	1,600.00
Leonard E. Schellberg.....	do.....	Hawaii.....	do.....	1,600.00
Frank C. Stratton.....	do.....	Kansas.....	do.....	1,600.00
William J. Abbey.....	Junior examiner.....	Ohio.....	5 months, 2 days..	1,600.00
Charles C. Semple.....	do.....	do.....	5 months.....	1,600.00
Alfred G. Hagerty.....	do.....	Louisiana.....	4½ months, 1 day..	1,600.00
R. Wirt Washington.....	Clerk.....	Virginia.....	1 year.....	1,500.00
James L. Murphy.....	do.....	Louisiana.....	do.....	1,500.00
Montgomery Cumming.....	do.....	Georgia.....	do.....	1,500.00
George Q. Houlehan.....	do.....	Maine.....	do.....	1,500.00
Harry S. Garner.....	do.....	Pennsylvania.....	do.....	1,500.00
James C. Jemison.....	do.....	Delaware.....	do.....	1,500.00
Herman Felter.....	do.....	Kentucky.....	8 months.....	1,300.00
Do.....	do.....	do.....	4 months.....	1,500.00
Richmond F. Bingham.....	do.....	New Hampshire.....	10 months.....	1,500.00
J. Fletcher Johnston.....	do.....	Kentucky.....	1 year.....	1,400.00
John F. Dwyer.....	do.....	Massachusetts.....	do.....	1,400.00
Michael Hays Perry.....	do.....	New Jersey.....	do.....	1,400.00
Jesse D. Newton.....	do.....	Iowa.....	do.....	1,400.00
Henry A. Dwight.....	do.....	do.....	do.....	1,400.00
James S. Fitzhugh.....	do.....	Texas.....	do.....	1,400.00
Henry E. Kondrup.....	do.....	District of Columbia..	do.....	1,400.00
James R. Pipes.....	do.....	West Virginia.....	do.....	1,400.00
Leroy Stafford Boyd.....	do.....	Louisiana.....	do.....	1,400.00
James H. Dorman, jr.....	do.....	Kentucky.....	do.....	1,400.00
John H. Nelson.....	do.....	Virginia.....	do.....	1,400.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Robert E. Lewis.....	Clerk.....	District of Columbia..	1 year.....	\$1,400.00
Edw. B. Blizzard.....	do.....	West Virginia.....	do.....	1,400.00
George O. Boal.....	do.....	Pennsylvania.....	do.....	1,400.00
Samuel D. Sterne.....	do.....	Iowa.....	do.....	1,400.00
John C. C. Patterson.....	do.....	Maryland.....	do.....	1,400.00
Charles S. Rockwood.....	do.....	Massachusetts.....	do.....	1,400.00
Carlton R. Willett.....	do.....	Texas.....	do.....	1,400.00
Pearson F. Marsh.....	do.....	Ohio.....	do.....	1,400.00
George Stevens.....	do.....	Colorado.....	do.....	1,400.00
Lorin C. Nelson.....	do.....	North Dakota.....	do.....	1,400.00
I. P. Henderson.....	do.....	Georgia.....	do.....	1,400.00
John H. Tilton.....	do.....	New Jersey.....	11½ months, 13½ days..	1,400.00
John A. Shearer.....	do.....	Pennsylvania.....	11½ months, 12 days..	1,400.00
John M. Gitterman.....	do.....	New York.....	10 months, 7½ days..	1,400.00
J. Newton Baker.....	do.....	Pennsylvania.....	7½ months, 14 days..	1,400.00
Harry Murray.....	do.....	Missouri.....	6½ months, 7 days..	1,400.00
J. J. Lewis.....	do.....	Colorado.....	4½ months, 3 days..	1,400.00
E. B. Elson.....	do.....	Nebraska.....	4½ months.....	1,400.00
W. E. Baker.....	do.....	Iowa.....	1 month.....	1,400.00
Herbert W. Archer.....	do.....	New York.....	8 months.....	1,000.00
Do.....	do.....	do.....	4 months.....	1,320.00
Arthur R. Mackley.....	do.....	Ohio.....	6 months, 11 days..	1,200.00
Do.....	do.....	do.....	2½ months.....	1,320.00
G. P. Boyle.....	do.....	Alabama.....	6½ months.....	1,100.00
Do.....	do.....	do.....	2½ months.....	1,320.00
Hart P. Grigsby.....	do.....	Kentucky.....	1 year.....	1,300.00
Archibald H. Davis.....	do.....	North Carolina.....	do.....	1,300.00
Charles H. Young.....	do.....	Missouri.....	do.....	1,300.00
Zeb. Vance Harris.....	do.....	North Carolina.....	do.....	1,300.00
George I. Thomas.....	do.....	Georgia.....	do.....	1,300.00
William F. Craig.....	do.....	Pennsylvania.....	do.....	1,300.00
William C. Swain.....	do.....	District of Columbia..	do.....	1,300.00
John H. Anderson.....	do.....	Indiana.....	do.....	1,300.00
Walter W. Scott.....	do.....	Virginia.....	do.....	1,300.00
Wilbur H. Peter.....	do.....	Tennessee.....	do.....	1,300.00
A. M. Hartsfield.....	do.....	Georgia.....	do.....	1,300.00
James H. Lewis.....	do.....	District of Columbia..	do.....	1,300.00
John C. Léger.....	do.....	Mississippi.....	do.....	1,300.00
George A. Petteys.....	do.....	Illinois.....	do.....	1,300.00
Warren H. Wagner.....	do.....	Pennsylvania.....	do.....	1,300.00
Archibald H. Morrow..	do.....	Oregon.....	do.....	1,300.00
Harry H. Little.....	do.....	Indian Territory.....	do.....	1,300.00
J. Ward Eicher.....	do.....	Pennsylvania.....	do.....	1,300.00
J. Chester Wilfong.....	do.....	Maryland.....	11½ months, 5½ days..	1,300.00
Eugene K. Guilford.....	do.....	District of Columbia..	9½ months, 13 days..	1,300.00
Louis W. Perkins.....	do.....	Louisiana.....	7 months.....	1,300.00
Frederick P. Russell.....	do.....	Massachusetts.....	2½ months.....	1,300.00
Bennet C. Taliaferro....	do.....	Tennessee.....	1 year.....	1,200.00
Arthur F. Rudolph.....	do.....	South Dakota.....	do.....	1,200.00
W. J. Lester Sis.....	do.....	District of Columbia..	do.....	1,200.00
Andrew Denham.....	do.....	Florida.....	do.....	1,200.00
Richard F. DeLacy.....	do.....	New York.....	do.....	1,200.00
Henry J. Conyngton.....	do.....	Texas.....	do.....	1,200.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Clare R. Hughes.....	Clerk.....	Indian Territory.....	1 year.....	\$1,200.00
Robert S. Pierson.....	do.....	Hawaii.....	do.....	1,200.00
Nelson B. Bell.....	do.....	Porto Rico.....	do.....	1,200.00
Hampton W. Riley.....	do.....	do.....	do.....	1,200.00
Robert R. Brott.....	do.....	District of Columbia.....	do.....	1,200.00
Charles F. Yauch.....	do.....	Ohio.....	do.....	1,200.00
Jean Paul Muller.....	do.....	Maryland.....	do.....	1,200.00
John J. Crowley.....	do.....	Colorado.....	do.....	1,200.00
Spencer E. Burk.....	do.....	Illinois.....	do.....	1,200.00
C. R. Marshall.....	do.....	District of Columbia.....	do.....	1,200.00
J. H. Nall.....	do.....	Georgia.....	do.....	1,200.00
J. E. Baker.....	do.....	Wisconsin.....	do.....	1,200.00
Richard V. Pitt.....	do.....	Virginia.....	do.....	1,200.00
John J. Quill.....	do.....	Indiana.....	do.....	1,200.00
J. E. Kidwell.....	do.....	Virginia.....	do.....	1,200.00
William A. Cox.....	do.....	Tennessee.....	do.....	1,200.00
Abram P. Worthington.....	do.....	Ohio.....	do.....	1,200.00
William J. Davis.....	do.....	District of Columbia.....	do.....	1,200.00
William G. Willige.....	do.....	do.....	do.....	1,200.00
Charles F. Fuller.....	do.....	New York.....	do.....	1,200.00
Walter A. McMillan.....	do.....	South Carolina.....	do.....	1,200.00
William T. Parrott.....	do.....	Georgia.....	do.....	1,200.00
Paul E. Huettner.....	do.....	Tennessee.....	do.....	1,200.00
Charles M. Bardwell.....	do.....	Minnesota.....	do.....	1,200.00
George V. Lovering.....	do.....	Massachusetts.....	do.....	1,200.00
Frank W. White.....	do.....	Illinois.....	do.....	1,200.00
John C. Dyer.....	do.....	Ohio.....	do.....	1,200.00
Ira B. Conkling.....	do.....	Missouri.....	do.....	1,200.00
Joseph S. Moss.....	do.....	Vermont.....	do.....	1,200.00
Edward Dillon.....	do.....	California.....	do.....	1,200.00
James H. Andersen.....	do.....	Idaho.....	do.....	1,200.00
Homer H. McAnelly.....	do.....	Missouri.....	do.....	1,200.00
A. V. Swanberg.....	do.....	Montana.....	do.....	1,200.00
George H. Koon.....	do.....	Ohio.....	do.....	1,200.00
John E. Holliday.....	do.....	Illinois.....	do.....	1,200.00
John J. Hickey.....	do.....	New York.....	do.....	1,200.00
Charles H. Wolfram.....	do.....	Maryland.....	do.....	1,200.00
Howard C. Hopson.....	do.....	Wisconsin.....	11½ months, 14 days..	1,200.00
Daniel L. Ferdon.....	do.....	New Jersey.....	do.....	1,200.00
Henry J. Wolff.....	do.....	New York.....	11½ months, 10 days..	1,200.00
Arthur H. Ferguson.....	do.....	do.....	11½ months, 8 days..	1,200.00
David S. Cowan.....	do.....	South Carolina.....	11½ months, 7 days..	1,200.00
Conrad W. Pfriimmer.....	do.....	Indiana.....	4 months.....	1,100.00
Do.....	do.....	do.....	8 months.....	1,200.00
Julius H. Parmelee.....	do.....	Connecticut.....	11 months, 14 days..	1,200.00
John B. Lybrook.....	do.....	Virginia.....	11 months, 13 days..	1,200.00
Orin Davis.....	do.....	Texas.....	11 months, 11 days..	1,200.00
A. M. Chreitzberg.....	do.....	South Carolina.....	11 months, 9 days..	1,200.00
Oamel P. Walker.....	do.....	Massachusetts.....	11 months, 8 days..	1,200.00
Hal M. Remington.....	do.....	Michigan.....	10½ months, 11 days..	1,200.00
Ernest Morsell.....	do.....	District of Columbia.....	9 months.....	1,200.00
Thad. E. Ragsdale.....	do.....	Pennsylvania.....	8½ months, 13½ days..	1,200.00
William S. Hardesty.....	do.....	Louisiana.....	8½ months, 3 days..	1,200.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Carroll L. Nash.....	Clerk.....	Tennessee.....	7½ months, 5 days...	\$1,200.00
George S. Gibson.....	do.....	Alabama.....	7 months, 13 days...	1,200.00
Andrew J. Hartman.....	do.....	Ohio.....	7 months, 12 days...	1,200.00
Harry T. Darr.....	do.....	Kansas.....	7 months, 8 days...	1,200.00
Calvin H. Ziegler.....	do.....	Pennsylvania.....	7 months, 1 day.....	1,200.00
Hugo Oberg.....	do.....	New Jersey.....	6½ months, 14 days...	1,200.00
Arthur A. Topping.....	do.....	New York.....	6½ months.....	1,200.00
Ernest S. Hobbs.....	do.....	Illinois.....	5½ months, 7 days...	1,200.00
Samuel J. Barclay.....	do.....	New York.....	5 months, 13 days...	1,200.00
Burdette Gibson Lewis.....	do.....	Nebraska.....	5 months, 12 days...	1,200.00
Roscoe F. Walter.....	Assistant attorney...	Kentucky.....	5 months, 11 days...	1,200.00
Ralph T. O'Connell.....	Clerk.....	Maine.....	do.....	1,200.00
Frederick E. Heydon.....	Examiner clerk.....	New Jersey.....	5 months, 4 days...	1,200.00
Roscoe C. Campbell.....	do.....	Pennsylvania.....	5 months.....	1,200.00
Jacob W. Krieger.....	Clerk.....	Tennessee.....	4½ months, 11 days...	1,200.00
Esquire M. Conner.....	do.....	do.....	4½ months, 9 days...	1,200.00
Charles D. Tedrow.....	do.....	Kentucky.....	4½ months, 6 days...	1,200.00
John A. Munson.....	Examiner clerk.....	Illinois.....	do.....	1,200.00
Francis C. Wallace.....	Clerk.....	Georgia.....	4 months, 11 days...	1,200.00
Print E. Shomette.....	Examiner clerk.....	Mississippi.....	4 months, 10 days...	1,200.00
William E. Sidell.....	do.....	New Jersey.....	3½ months, 14 days...	1,200.00
Louis I. Doyle.....	Clerk.....	District of Columbia...	do.....	1,200.00
Edward J. Stowers.....	do.....	Minnesota.....	do.....	1,200.00
Frank C. Larimore.....	do.....	Ohio.....	3½ months, 5 days...	1,200.00
Alexander G. Fortier.....	do.....	Massachusetts.....	3 months, 11 days...	1,200.00
John A. Glessner.....	do.....	Pennsylvania.....	3 months, 1 day.....	1,200.00
George D. Gamble.....	do.....	New Jersey.....	2½ months, 12 days...	1,200.00
Calvin A. Mathes.....	do.....	Tennessee.....	2 months, 6 days...	1,200.00
Jonas E. Clark.....	do.....	Kansas.....	½ month, 6 days.....	1,200.00
T. Wingfield Bullock.....	do.....	Kentucky.....	1 year.....	1,100.00
Alvin S. Callahan.....	do.....	Texas.....	do.....	1,100.00
Robert H. Turner.....	do.....	Virginia.....	do.....	1,100.00
Eugene Merritt.....	do.....	New York.....	do.....	1,100.00
William P. Bartel.....	do.....	Wisconsin.....	do.....	1,100.00
James S. Payne.....	do.....	District of Columbia...	do.....	1,100.00
Charles A. Heiss.....	do.....	Pennsylvania.....	do.....	1,100.00
Laurence J. McGee.....	do.....	Maryland.....	11½ months, 14 days...	1,100.00
George B. Edwards.....	do.....	Porto Rico.....	do.....	1,100.00
Robert S. Campbell.....	do.....	North Carolina.....	11½ months, 8 days...	1,100.00
Ernest E. Briscoe.....	do.....	Montana.....	10½ months, 4 days...	1,100.00
Charles E. Anderson.....	do.....	Mississippi.....	9½ months, 13 days...	1,100.00
Walter N. Brown.....	do.....	Rhode Island.....	5 months, 3 days...	1,100.00
Shirley N. Mills.....	do.....	Minnesota.....	7 months.....	1,100.00
C. W. Kendall.....	do.....	Colorado.....	1 year.....	1,000.00
Charles F. Ford.....	Skilled laborer.....	New York.....	do.....	1,000.00
Charles F. Forsyth.....	do.....	Iowa.....	do.....	1,000.00
Claude E. Koss.....	Clerk.....	District of Columbia...	do.....	1,000.00
Frank E. Watson, jr.....	do.....	Wisconsin.....	do.....	1,000.00
Ralph Koontz.....	do.....	Ohio.....	do.....	1,000.00
Edwin C. Blanchard.....	do.....	Virginia.....	do.....	1,000.00
Frederick R. Eddy.....	do.....	New York.....	do.....	1,000.00
Isidore J. Schulte.....	do.....	Wisconsin.....	do.....	1,000.00
Frederick F. Ring.....	do.....	Massachusetts.....	do.....	1,000.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Samuel D. Schindler.....	Clerk.....	District of Columbia...	1 year.....	\$1,000.00
Morris W. Knowlton.....	do.....	Porto Rico.....	do.....	1,000.00
Daniel J. Brown.....	do.....	North Carolina.....	do.....	1,000.00
George E. Richards.....	do.....	Texas.....	do.....	1,000.00
Earl W. Wiseman.....	do.....	do.....	do.....	1,000.00
Wilbur Jarvis.....	do.....	Hawaii.....	do.....	1,000.00
Richard G. Taylor.....	do.....	Minnesota.....	do.....	1,000.00
Ollie M. Butler.....	do.....	Texas.....	do.....	1,000.00
Edward F. Linkins.....	do.....	Virginia.....	do.....	1,000.00
Henry A. Works.....	do.....	New York.....	do.....	1,000.00
John W. Davie.....	do.....	Kentucky.....	11 months, 14 days..	1,000.00
John T. Money.....	do.....	Virginia.....	10 months, 1 day...	1,000.00
Gordon Payne.....	do.....	Nevada.....	8½ months, 13 days..	1,000.00
Seth Bohmanson.....	do.....	California.....	8 months.....	1,000.00
Ernest M. Corey.....	do.....	New York.....	do.....	1,000.00
Thomas A. Gillis.....	do.....	Pennsylvania.....	7½ months, 5 days...	1,000.00
John J. Gauss.....	do.....	Missouri.....	7 months, 12 days...	1,000.00
Stacy H. Myers.....	do.....	District of Columbia...	7 months.....	1,000.00
Otis Beall Kent.....	do.....	Massachusetts.....	6½ months, 11 days..	1,000.00
John P. McGrath.....	do.....	do.....	6½ months.....	1,000.00
Asher H. Leatherman..	do.....	Pennsylvania.....	5½ months, 14 days..	1,000.00
George A. Casey.....	do.....	Massachusetts.....	5½ months, 10 days..	1,000.00
William C. O'Leary.....	do.....	New Hampshire.....	do.....	1,000.00
William Conyngton.....	do.....	Oklahoma.....	4½ months, 13 days..	1,000.00
Alexander Jameson.....	do.....	Pennsylvania.....	4½ months, 6 days...	1,000.00
G. Heard Mattingly.....	do.....	District of Columbia...	4 months, 6 days...	1,000.00
Clarence E. Snell.....	do.....	Missouri.....	3 months, 7 days...	1,000.00
Charles P. Juckem.....	do.....	Wisconsin.....	3 months, 1 day.....	1,000.00
George E. Bequette.....	do.....	Missouri.....	3 months.....	1,000.00
Alexander F. Brevillier.	do.....	Pennsylvania.....	do.....	1,000.00
Benjamin A. Watts.....	do.....	West Virginia.....	do.....	1,000.00
Edward C. Howe.....	do.....	California.....	2½ months, 14 days..	1,000.00
C. A. Dames.....	do.....	Missouri.....	2½ months, 11 days..	1,000.00
Colley W. Bell.....	do.....	District of Columbia...	do.....	1,000.00
Winston H. Granbery..	do.....	Virginia.....	2½ months.....	1,000.00
Karl F. Phillips.....	do.....	New York.....	do.....	1,000.00
Karl B. Friedland.....	do.....	Illinois.....	2 months, 9 days...	1,000.00
Paul E. Bradley.....	do.....	Missouri.....	1½ months, 12 days..	1,000.00
Arven M. Keisling.....	do.....	Tennessee.....	1½ months, 7 days...	1,000.00
Herman F. Chapman.....	do.....	South Dakota.....	1½ months, 5 days...	1,000.00
John M. Stirewalt.....	do.....	Virginia.....	1 month, 4 days.....	1,000.00
George A. Cunningham..	do.....	Georgia.....	1 month.....	1,000.00
Harold E. Goldthwait..	do.....	New York.....	½ month, 14 days...	1,000.00
James W. Ferriter.....	do.....	Minnesota.....	½ month, 13 days...	1,000.00
Adrian de Bruyn Kops..	do.....	Missouri.....	½ month, 7 days.....	1,000.00
John C. Gibson.....	do.....	Pennsylvania.....	½ month, 1 day.....	1,000.00
Joseph S. de Betten- court.....	do.....	Massachusetts.....	do.....	1,000.00
Edward F. Spethmann..	do.....	Nebraska.....	9 days.....	1,000.00
Peter C. Paulson.....	do.....	Minnesota.....	7 days.....	1,000.00
Edgar M. Ebert.....	do.....	District of Columbia...	1 year.....	900.00
Gilbert I. Jackson.....	do.....	New York.....	do.....	900.00
Morris H. Konigsberg..	do.....	Georgia.....	do.....	900.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Marshall T. Hyer.	Skilled laborer.	Illinois.	1 year.	\$900.00
Lawrence A. Pyle.	Clerk.	Maryland.	10½ months, 6 days. .	900.00
Paul L. Hallam.	do.	Michigan.	7 months.	900.00
John A. Lawless.	do.	District of Columbia. .	do.	900.00
James O. Tolbert.	do.	Iowa.	3½ months, 6 days. .	900.00
Monroe C. List.	do.	West Virginia.	4 months, 4 days. .	900.00
Henry J. Balzer.	do.	District of Columbia. .	3½ months, 2 days. .	900.00
Walter J. Wixon.	do.	Massachusetts.	3½ months.	900.00
Charles A. Sunderlin. .	do.	Nebraska.	do.	900.00
George F. Goggin.	do.	Massachusetts.	3 months, 8 days. .	900.00
Walter E. Marsh.	do.	do.	2½ months, 10 days. .	900.00
Samuel E. Reed.	do.	West Virginia.	2 months, 2 days. .	900.00
David S. Brooks.	do.	New Jersey.	2 months.	900.00
W. M. Edson.	do.	Maine.	½ month, 6 days. .	900.00
Edward C. Kemper.	do.	Virginia.	5 days.	900.00
M. D. L. Harden.	do.	Kansas.	10 months, 2 days. .	840.00
John B. Switzer.	Messenger.	West Virginia.	1 year.	720.00
Edgar Bittinger.	do.	Pennsylvania.	do.	720.00
E. F. Hayward.	Telephone operator. .	District of Columbia. .	do.	720.00
Joseph J. Harvey.	Skilled laborer.	do.	do.	720.00
Frank M. Hall.	Messenger.	Pennsylvania.	11½ months, 14 days. .	720.00
Daniel W. Moore.	Watchman.	Alabama.	1 year.	720.00
William T. Conray.	do.	District of Columbia. .	do.	720.00
Frank J. Spellman.	do.	Louisiana.	9½ months.	720.00
Wesley S. Porter.	do.	Mississippi.	8½ months, 11 days. .	720.00
Ulysses G. Thompson. .	do.	Alabama.	8½ months, 2 days. .	720.00
Clarence O. L. Garrett. .	do.	Mississippi.	7½ months, 3 days. .	720.00
Thomas H. Robinson. .	Laborer.	District of Columbia. .	1 year.	660.00
Charles E. Cotterill. .	Messenger boy.	Michigan.	do.	660.00
Stanley R. De Pue.	do.	Pennsylvania.	do.	660.00
George T. Ward.	Laborer.	District of Columbia. .	do.	600.00
James A. Dove.	Unskilled laborer. .	do.	do.	600.00
William R. Brennan. .	Messenger.	Wisconsin.	do.	600.00
Cyril J. Stormont.	Messenger boy.	District of Columbia. .	4½ months.	480.00
Do.	Messenger.	do.	7½ months.	600.00
Henry Cissel.	Foreman laborer. .	do.	1 year.	540.00
Cary A. Johnson.	Unskilled laborer. .	do.	do.	540.00
Todd Mozee.	do.	Illinois.	do.	540.00
Harry J. Barnholt. .	Messenger boy.	Pennsylvania.	do.	480.00
James P. O'Connor. .	do.	District of Columbia. .	do.	480.00
William J. Cady.	do.	Kentucky.	do.	480.00
Leon D. Lamb.	do.	Ohio.	do.	480.00
Raymond R. Cheshire. .	do.	Georgia.	do.	480.00
William A. Kane.	do.	New Jersey.	do.	480.00
Harold A. Kluge.	do.	Pennsylvania.	do.	480.00
George McCauley.	do.	Kentucky.	do.	420.00
Edward L. Cooley.	do.	New York.	do.	420.00
George H. Peniston, jr. .	do.	Alabama.	do.	420.00
Harvey Howard.	do.	New Jersey.	11½ months, ½ day. .	420.00
Jouvenal Fiedler.	do.	Maryland.	9½ months.	420.00
Thomas Miller.	do.	do.	do.	420.00
Mack Myers.	do.	Virginia.	do.	420.00
Francis H. Espey.	do.	Maryland.	9 months, 14 days. .	420.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Walker M. Bransom....	Messenger boy.....	Maryland.....	9 months, 13 days...	\$420.00
Kenneth E. Buflin.....	do.....	do.....	9 months, 8 days...	420.00
Philip W. Huck.....	do.....	do.....	do.....	420.00
Lester L. Eppard.....	do.....	Virginia.....	9 months, 5 days...	420.00
Joseph L. Ramsay.....	do.....	do.....	8½ months, 8 days...	420.00
Claire C. McMullen.....	do.....	Missouri.....	7 months, 9 days...	420.00
George E. Proudley.....	do.....	Illinois.....	7 months, 6 days...	420.00
Wheeler A. Wilson.....	do.....	Georgia.....	7 months, 5 days...	420.00
Julius E. Morcock.....	do.....	do.....	6½ months, 14 days..	420.00
Francis J. Stoegerer.....	do.....	Missouri.....	6½ months.....	420.00
Adolph J. Hildebrand.....	do.....	Indiana.....	6 months, 8 days...	420.00
Joseph A. Connolly.....	do.....	New York.....	5 months, 9 days...	420.00
Walter A. Costello.....	do.....	Pennsylvania.....	4½ months, 6 days...	420.00
Mitchell R. Collins.....	do.....	North Carolina.....	3 months, 4 days...	420.00
George Watson.....	do.....	Massachusetts.....	3 months, 1 day...	420.00
Byron G. Henderson.....	do.....	do.....	3 months.....	420.00
James E. McMullin.....	do.....	Virginia.....	2½ months, 6 days...	420.00
Clinton B. Pennebaker.....	do.....	Kentucky.....	2 months, 2 days...	420.00
Charles F. Maloy.....	do.....	Pennsylvania.....	1½ months, 9 days...	420.00
Thomas G. Burke.....	do.....	Virginia.....	1 month, 3 days...	420.00
George A. Degnan.....	do.....	Pennsylvania.....	1 month, 1 day.....	420.00
Robert H. Wilkinson.....	Unskilled laborer.....	District of Columbia..	1 year.....	480.00
Daniel E. Brewer.....	do.....	Indiana.....	do.....	480.00
Franklin E. Dove.....	do.....	District of Columbia..	do.....	480.00
Frank A. Fisher.....	do.....	do.....	do.....	480.00
Daniel W. Brooks.....	do.....	do.....	do.....	480.00
Rollie Gooden.....	do.....	Virginia.....	do.....	480.00
Nelson Arnold.....	do.....	North Carolina.....	11 months, 6 days...	480.00
Frederick Dockett.....	do.....	District of Columbia..	6 months.....	480.00
Charles H. Fennell.....	do.....	North Carolina.....	2 months, 12 days...	480.00
William Beckley.....	Temporary unskilled laborer.	Virginia.....	21 days.....	p. d. 1.50
Do.....	Unskilled laborer.....	do.....	10 months.....	420.00
Walter C. Blount.....	do.....	North Carolina.....	10 months, 12 days..	420.00
James J. Smith.....	Temporary unskilled laborer.	District of Columbia..	116 days.....	p. d. 1.50
Do.....	Unskilled laborer.....	do.....	5 months.....	420.00
Robert E. Hunter.....	do.....	Virginia.....	8 months, 10 days...	420.00
Harry T. Shields.....	Temporary unskilled laborer.	District of Columbia..	116 days.....	p. d. 1.50
Do.....	Unskilled laborer.....	do.....	2 months, 13 days...	420.00
Sarah E. Bowie.....	do.....	do.....	1 year.....	240.00
Julia Washington.....	do.....	Virginia.....	do.....	240.00
Mamie Simington.....	do.....	do.....	do.....	240.00
Sarah G. Hicks.....	do.....	District of Columbia..	11½ months, 14 days..	240.00
Lillian P. Wiley.....	do.....	do.....	do.....	240.00
Mary Watson.....	do.....	do.....	11½ months, 13 days..	240.00
Ruth A. Williams.....	do.....	do.....	3 months, 13 days...	240.00
Blanche Nash.....	do.....	South Carolina.....	do.....	240.00
Nannie E. Rollins.....	do.....	District of Columbia..	3 months, 10 days...	240.00
Mary J. Glass.....	do.....	North Carolina.....	3 months, 8 days...	240.00
Laura V. Brooklyn.....	do.....	Maryland.....	1 day.....	240.00
Henry C. Miller.....	Temporary inspector..	New York.....	4 months, 6 days...	1,380.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
Will L. Lloyd.....	Temporary inspector.	New York.....	2½ months, 2 days..	\$1,320.00
John H. Howell, jr.....	Temporary clerk.....	District of Columbia..	6 months, 1 day.....	1,000.00
Herman C. Kornegay.....	.....do.....	Virginia.....	1 month, 4 days.....	900.00
William F. Hampton.....	.....do.....	District of Columbia..	3 months, 1 day.....	720.00
Byron T. Hayden.....	.....do.....	.....do.....	.....do.....	720.00
Clinton A. Quantrille.....	.....do.....	.....do.....	.....do.....	720.00
Ralph E. Davis.....	.....do.....	Illinois.....	3 months.....	720.00
John W. Cole.....	.....do.....	District of Columbia..	1 month, 7 days.....	720.00
Joseph A. Briggs.....	Temporary watchman	Virginia.....	2½ months, 7 days..	720.00
Samuel Simms.....	.....do.....	Maryland.....	1½ months, 10 days..	720.00
Charles C. Smith.....	.....do.....	Virginia.....	½ month, 9 days.....	720.00
James D. Edelin.....	Temporary skilled laborer.	District of Columbia..	45½ days.....	p. d. 2.00
Oscar S. McChesney.....	.....do.....	New York.....	44½ days.....	p. d. 2.00
John B. Simpson.....	.....do.....	District of Columbia..	44 days.....	p. d. 2.00
Daniel I. Hahn.....	.....do.....	.....do.....	40 days.....	p. d. 2.00
Thomas H. Quantrille.....	Clerk.....	.....do.....	2 months, 9 days.....	p.m. 50.00
Henry F. Mess.....	Employee.....	.....do.....	½ month, 10 days.....	p.m. 50.00
A. J. Handiboe.....	.....do.....	.....do.....	.....do.....	p.m. 50.00
Patrick H. McCarthy.....	.....do.....	Mississippi.....	½ month, 7 days.....	p.m. 50.00
Frank H. Linthicum.....	.....do.....	District of Columbia..	7 days.....	p.m. 50.00
Harry Dougherty.....	.....do.....	.....do.....	1½ months, 7 days..	p.m. 45.00
William J. Keane.....	.....do.....	.....do.....	.....do.....	p.m. 45.00
Joel M. Jones.....	Temporary unskilled laborer.	Virginia.....	75 days.....	p. d. 1.50
James E. Johnson.....	.....do.....	District of Columbia..	.....do.....	p. d. 1.50
Clarence Cissel.....	.....do.....	.....do.....	73 days.....	p. d. 1.50
Mathieu Cassou.....	.....do.....	.....do.....	70 days.....	p. d. 1.50
M. H. Jackson.....	.....do.....	Virginia.....	.....do.....	p. d. 1.50
Francis J. Howard.....	.....do.....	District of Columbia..	51½ days.....	p. d. 1.50
Hugh Banket.....	.....do.....	.....do.....	34 days.....	p. d. 1.50
Jefferson Mitchell.....	.....do.....	.....do.....	.....do.....	p. d. 1.50
James Turner.....	.....do.....	.....do.....	.....do.....	p. d. 1.50
William Washington.....	.....do.....	.....do.....	.....do.....	p. d. 1.50
John Jackson.....	.....do.....	.....do.....	33 days.....	p. d. 1.50
James Curtis.....	.....do.....	Maryland.....	31 days.....	p. d. 1.50
Edward Jackson.....	.....do.....	Virginia.....	.....do.....	p. d. 1.50
Marshall Rowlings.....	.....do.....	Maryland.....	.....do.....	p. d. 1.50
Henry Chaffin.....	.....do.....	North Carolina.....	30 days.....	p. d. 1.50
Luther M. Walter.....	Attorney.....	Kentucky.....	5 months.....	2,750.00
Wilfred P. Borland.....	Inspector clerk.....	Washington.....	1 year.....	1,800.00
Ulysses Butler.....	Clerk.....	Pennsylvania.....	.....do.....	1,500.00
J. W. Watson.....	Inspector.....	New York.....	.....do.....	1,500.00
Frank C. Smith.....	.....do.....	Michigan.....	.....do.....	1,500.00
Richard R. Cullinane.....	.....do.....	Mississippi.....	.....do.....	1,500.00
W. R. Wright.....	.....do.....	Missouri.....	.....do.....	1,500.00
H. K. Swasey.....	.....do.....	Massachusetts.....	.....do.....	1,500.00
James E. Jones.....	.....do.....	Illinois.....	.....do.....	1,500.00
James J. Coutts.....	.....do.....	Ohio.....	.....do.....	1,500.00
C. F. Merrill.....	.....do.....	Wisconsin.....	.....do.....	1,500.00
George E. Starbird.....	.....do.....	Illinois.....	.....do.....	1,500.00
James A. Lawson.....	.....do.....	Texas.....	.....do.....	1,500.00
John F. Ensign.....	.....do.....	Colorado.....	.....do.....	1,500.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30,
1908—Continued.

Name.	Office.	Whence appointed.	Time employed.	Salary per annum.
J. H. Stricklan.....	Inspector.....	Minnesota.....	1 year.....	\$1,500.00
Burt C. Craig.....	do.....	New York.....	do.....	1,500.00
Austin F. Duffy.....	do.....	Pennsylvania.....	do.....	1,500.00
George B. Winter.....	do.....	Utah.....	do.....	1,500.00
Elbridge L. Gibbs.....	do.....	Texas.....	do.....	1,500.00
Henry Kirch.....	do.....	New Mexico.....	do.....	1,500.00
Hiram W. Belnap.....	do.....	Illinois.....	11 months, 28 days..	1,500.00
Albert H. Hawley.....	do.....	New York.....	10 months, 14 days..	1,500.00
William F. Holton.....	do.....	Virginia.....	9 months, 20 days..	1,500.00
Thomas W. Gibbons.....	do.....	New York.....	9 months, 19 days..	1,500.00
Frank McManamy.....	do.....	Oregon.....	4 months, 23 days..	1,500.00
Oscar C. Cash.....	do.....	Virginia.....	1 month.....	1,500.00
Richmond F. Bingham..	Clerk.....	New Hampshire.....	2 months.....	1,500.00
Roscoe F. Walter.....	Assistant attorney...	Kentucky.....	5 months.....	1,200.00
Walter N. Brown.....	Clerk.....	Rhode Island.....	do.....	1,100.00
Stacy H. Myers.....	do.....	District of Columbia..	do.....	1,000.00
Ernest Morsell.....	do.....	do.....	1 month, 5 days.....	1,000.00
Monroe C. List.....	do.....	West Virginia.....	5 months.....	900.00
Paul L. Hallam.....	do.....	Michigan.....	do.....	900.00
J. E. Archer.....	Temporary employee..	Texas.....	6 months, 8 days.....	1,500.00
Shirley N. Mills.....	Clerk.....	Minnesota.....	5 months.....	1,100.00
John A. Lawless.....	do.....	District of Columbia..	do.....	900.00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1908.

Salaries of Commissioners and secretary..... \$75,000.00

Employees:

1 chief examiner of accounts, $\frac{1}{2}$ month, at \$5,000 per annum.....	\$208.33
1 in charge of tariffs, 1 month, at \$3,600 per annum.....	300.00
1 solicitor, 1 year, at \$3,500 per annum.....	3,500.00
1 attorney, 1 year, at \$3,000 per annum.....	3,000.00
1 special agent, 3 months, at \$3,000 per annum.....	750.00
1 auditor, 1 year, at \$2,750 per annum.....	2,750.00
1 chief clerk, 1 year, at \$2,750 per annum.....	2,750.00
1 attorney, 1 year, at \$2,750 per annum.....	2,750.00
1 attorney, 7 months, at \$2,750 per annum.....	1,604.16
1 disbursing clerk, 1 year, at \$2,500 per annum.....	2,500.00
1 assistant statistician, 1 year, at \$2,500 per annum.....	2,500.00
1 assistant auditor, 1 year, at \$2,500 per annum.....	2,500.00
1 special examiner, 11 months and 12 days, at \$2,500 per annum.....	2,375.00
1 attorney, 11 months, at \$2,500 per annum.....	2,291.67
1 confidential clerk, 5 months, at \$2,000 per annum, and attorney, 7 months, at \$2,500 per annum.....	2,291.67
1 special examiner, $10\frac{1}{2}$ months and 1 day, at \$2,500 per annum.....	2,194.45
1 special examiner, 10 months, at \$2,500 per annum.....	2,083.34

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1908—Continued.

Employees—Continued.

1 special examiner, 9 months and 12 days, at \$2,500 per annum.....	\$1, 958. 33
1 attorney, 8 months and 11 days, at \$2,500 per annum..	1, 743. 06
2 attorneys, 8 months, at \$2,500 per annum.....	3, 333. 34
1 attorney, 6½ months and 4 days, at \$2,500 per annum..	1, 381. 94
1 senior examiner, 4½ months and 13 days, at \$2,500 per annum.....	1, 027. 78
1 senior examiner, 4 months and 2 days, at \$2,500 per annum.....	847. 23
1 special examiner, 13 days, at \$2,500 per annum.....	90. 28
1 chief of division, 1 year, at \$2,250 per annum.....	2, 250. 00
2 law clerks, 1 year, at \$2,000 per annum.....	4, 000. 00
3 clerks, 1 year, at \$2,000 per annum.....	6, 000. 00
4 confidential clerks, 1 year, at \$2,000 per annum.....	8, 000. 00
1 official stenographer, 1 year, at \$2,000 per annum.....	2, 000. 00
1 clerk, 6 months, at \$1,600 per annum, and confidential clerk, 6 months, at \$2,000 per annum.....	1, 800. 00
1 clerk, 5½ months and 13 days, at \$1,400 per annum, and confidential clerk, 4 months and 7 days, at \$2,000 per annum.....	1, 397. 79
1 confidential clerk, 6½ months and 1 day, at \$1,800 per annum, and 2 months, at \$2,000 per annum.....	1, 313. 34
1 special examiner, 8 months and 7 days, at \$2,000 per annum.....	1, 372. 23
1 special examiner, 4½ months and 1 day, at \$2,000 per annum.....	755. 56
1 special examiner, 4 months and 2 days, at \$2,000 per annum.....	677. 78
1 special examiner, 3½ months and 14 days, at \$2,000 per annum.....	661. 12
9 clerks, 1 year, at \$1,800 per annum.....	16, 200. 00
2 special agents, 1 year, at \$1,800 per annum.....	3, 600. 00
1 assistant attorney, 1 year, at \$1,800 per annum.....	1, 800. 00
1 special examiner, 1 year, at \$1,800 per annum.....	1, 800. 00
1 special examiner, 11½ months and 13 days, at \$1,800 per annum.....	1, 790. 00
1 clerk, 3 months, at \$1,500 per annum, 5 months, at \$1,800 per annum, and special examiner, 4 months, at \$1,800 per annum.....	1, 725. 00
1 special examiner, 11 months and 2 days, at \$1,800 per annum.....	1, 660. 00
1 special examiner, 9½ months and 11 days, at \$1,800 per annum.....	1, 480. 00
1 special examiner, 9½ months and 7 days, at \$1,800 per annum.....	1, 460. 00
1 clerk, 7½ months, at \$1,200 per annum, and special agent, 4½ months, at \$1,800 per annum.....	1, 425. 00
1 special examiner, 7 months and 13 days, at \$1,800 per annum.....	1, 115. 00
1 special examiner, 7 months, at \$1,800 per annum.....	1, 050. 00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1908—Continued.

Employees—Continued.

1 special examiner, 4 months and 14 days, at \$1,800 per annum.....	\$670. 00
1 inspector, 4 months and 10 days, at \$1,800 per annum.....	650. 00
1 special agent, 4 months and 7 days, at \$1,800 per annum.....	635. 00
1 special agent, 4 months, at \$1,800 per annum.....	600. 00
1 special agent, 3 months and 5 days, at \$1,800 per annum and temporary clerk, 1 month, at \$1,200 per annum..	575. 00
1 special agent, 3½ months and 4 days, at \$1,800 per annum.....	545. 00
1 special agent, 1½ months, at \$1,800 per annum.....	225. 00
8 clerks, 1 year, at \$1,600 per annum.....	12, 800. 00
1 confidential clerk, 6 months, and clerk, 6 months, at \$1,600 per annum.....	1, 600. 00
1 junior examiner, 5 months and 2 days, at \$1,600 per annum.....	675. 55
1 junior examiner, 5 months, at \$1,600 per annum.....	666. 67
1 junior examiner, 4½ months and 1 day, at \$1,600 per annum.....	604. 44
6 clerks, 1 year, at \$1,500 per annum.....	9, 000. 00
1 clerk, 8 months, at \$1,300 per annum, and 4 months, at \$1,500 per annum.....	1, 366. 66
1 clerk, 10 months, at \$1,500, per annum.....	1, 250. 00
22 clerks, 1 year, at \$1,400 per annum.....	30, 800. 00
1 clerk, 11½ months and 13½ days, at \$1,400 per annum..	1, 394. 17
1 clerk, 11½ months and 12 days, at \$1,400 per annum...	1, 388. 34
1 clerk, 10 months and 7½ days, at \$1,400 per annum....	1, 195. 81
1 clerk, 7½ months and 14 days, at \$1,400 per annum....	929. 44
1 clerk, 6½ months and 7 days, at \$1,400 per annum.....	785. 56
1 clerk, 4½ months and 3 days, at \$1,400 per annum.....	536. 67
1 clerk, 4½ months, at \$1,400 per annum.....	525. 00
1 clerk, 1 month, at \$1,400 per annum.....	116. 66
1 clerk, 8 months, at \$1,000, and 4 months, at \$1,320 per annum.....	1, 106. 67
1 clerk, 6 months and 11 days, at \$1,200 per annum, and 2½ months, at \$1,320 per annum.....	911. 67
1 clerk, 6½ months, at \$1,100 per annum, and 2½ months, at \$1,320 per annum.....	870. 83
18 clerks, 1 year, at \$1,300 per annum.....	23, 400. 00
1 clerk, 11½ months and 5½ days, at \$1,300 per annum...	1, 265. 69
1 clerk, 9½ months and 13 days, at \$1,300 per annum....	1, 076. 10
1 clerk, 7 months, at \$1,300 per annum.....	758. 33
1 clerk, 2½ months, at \$1,300 per annum.....	270. 83
43 clerks, 1 year, at \$1,200 per annum.....	51, 600. 00
2 clerks, 11½ months and 14 days, at \$1,200 per annum..	2, 393. 34
1 clerk, 11½ months and 10 days, at \$1,200 per annum...	1, 183. 33
1 clerk, 11½ months and 8 days, at \$1,200 per annum....	1, 176. 67
1 clerk, 11½ months and 7 days, at \$1,200 per annum....	1, 173. 33
1 clerk, 4 months, at \$1,100 per annum, and 8 months, at \$1,200 per annum.....	1, 166. 66
1 clerk, 11 months and 14 days, at \$1,200 per annum....	1, 146. 67

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1908—Continued.

Employees—Continued.

1 clerk, 11 months and 13 days, at \$1,200 per annum....	\$1,143. 33
1 clerk, 11 months and 11 days, at \$1,200 per annum....	1,136. 67
1 clerk, 11 months and 9 days, at \$1,200 per annum.....	1,130. 00
1 clerk, 11 months and 8 days, at \$1,200 per annum....	1,126. 67
1 clerk, 10½ months and 11 days, at \$1,200 per annum..	1,086. 67
1 clerk, 9 months, at \$1,200 per annum.....	900. 00
1 clerk, 8½ months and 13½ days, at \$1,200 per annum..	894. 99
1 clerk, 8½ months and 3 days, at \$1,200 per annum....	860. 00
1 clerk, 7½ months and 5 days, at \$1,200 per annum.....	766. 67
1 clerk, 7 months and 13 days, at \$1,200 per annum.....	743. 33
1 clerk, 7 months and 12 days, at \$1,200 per annum....	740. 00
1 clerk, 7 months and 8 days, at \$1,200 per annum....	726. 67
1 clerk, 7 months and 1 day, at \$1,200 per annum.....	703. 33
1 clerk, 6½ months and 14 days, at \$1,200 per annum..	696. 67
1 clerk, 6½ months, at \$1,200 per annum.....	650. 00
1 clerk, 5½ months and 7 days, at \$1,200 per annum....	573. 33
1 clerk, 5 months and 13 days, at \$1,200 per annum....	543. 33
1 clerk, 5 months and 12 days, at \$1,200 per annum....	540. 00
1 assistant attorney, 5 months and 11 days, at \$1,200 per annum.....	536. 67
1 clerk, 5 months and 11 days, at \$1,200 per annum....	536. 67
1 examiner clerk, 5 months and 4 days, at \$1,200 per annum.....	513. 33
1 examiner clerk, 5 months, at \$1,200 per annum.....	500. 00
1 clerk, 4½ months and 11 days, at \$1,200 per annum....	486. 67
1 clerk, 4½ months and 9 days, at \$1,200 per annum....	480. 00
1 clerk, 4½ months and 6 days, at \$1,200 per annum....	470. 00
1 examiner clerk, 4½ months and 6 days, at \$1,200 per annum.....	470. 00
1 clerk, 4 months and 11 days, at \$1,200 per annum....	436. 67
1 examiner clerk, 4 months and 10 days, at \$1,200 per annum.....	433. 33
1 clerk, 3½ months and 14 days, at \$1,200 per annum....	396. 67
2 clerks, 3½ months and 14 days, at \$1,200 per annum....	793. 34
1 clerk, 3½ months and 5 days, at \$1,200 per annum.....	366. 67
1 clerk, 3 months and 11 days, at \$1,200 per annum.....	336. 67
1 clerk, 3 months and 1 day, at \$1,200 per annum.....	303. 33
1 clerk, 2½ months and 12 days, at \$1,200 per annum....	290. 00
1 clerk, 2 months and 6 days, at \$1,200 per annum.....	220. 00
1 clerk, ½ month and 6 days, at \$1,200 per annum.....	70. 00
7 clerks, 1 year, at \$1,100 per annum.....	7,700. 00
2 clerks, 11½ months and 14 days, at \$1,100 per annum..	2,193. 88
1 clerk, 11½ months and 8 days, at \$1,100 per annum.....	1,078. 61
1 clerk, 10½ months and 4 days, at \$1,100 per annum....	974. 72
1 clerk, 9½ months and 13 days, at \$1,100 per annum....	910. 56
1 clerk, 7 months, at \$1,100 per annum.....	641. 66
1 clerk, 5 months and 3 days, at \$1,100 per annum.....	467. 50
18 clerks, 1 year, at \$1,000 per annum.....	18,000. 00
2 skilled laborers, 1 year, at \$1,000 per annum.....	2,000. 00
1 clerk, 11 months and 14 days, at \$1,100 per annum....	955. 56
1 clerk, 10 months and 1 day, at \$1,000 per annum.....	836. 12

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1908—Continued.

Employees—Continued.

1 clerk, 8½ months and 13 days, at \$1,000 per annum.....	\$744. 45
2 clerks, 8 months, at \$1,000 per annum.....	1, 333. 34
1 clerk, 7½ months and 5 days, at \$1,000 per annum.....	638. 89
1 clerk, 7 months and 12 days, at \$1,000 per annum.....	616. 67
1 clerk, 7 months, at \$1,000 per annum.....	583. 33
1 clerk, 6½ months and 11 days, at \$1,000 per annum....	572. 23
1 clerk, 6½ months, at \$1,000 per annum.....	541. 67
1 clerk, 5½ months and 14 days, at \$1,000 per annum.....	497. 23
2 clerks, 5½ months and 10 days, at \$1,000 per annum...	972. 24
1 clerk, 4½ months and 13 days, at \$1,000 per annum....	411. 11
1 clerk, 4½ months and 6 days, at \$1,000 per annum.....	391. 67
1 clerk, 4 months and 6 days, at \$1,000 per annum.....	350. 01
1 clerk, 3 months and 7 days, at \$1,000 per annum.....	269. 44
1 clerk, 3 months and 1 day, at \$1,000 per annum.....	252. 77
3 clerks, 3 months, at \$1,000 per annum.....	750. 00
1 clerk, 2½ months and 14 days, at \$1,000 per annum....	247. 23
2 clerks, 2½ months and 11 days, at \$1,000 per annum...	477. 79
2 clerks, 2½ months, at \$1,000 per annum.....	416. 68
1 clerk, 2 months and 9 days, at \$1,000 per annum.....	191. 67
1 clerk, 1½ months and 12 days, at \$1,000 per annum....	158. 33
1 clerk, 1½ months and 7 days, at \$1,000 per annum.....	144. 44
1 clerk, 1½ months and 5 days, at \$1,000 per annum.....	138. 89
1 clerk, 1 month and 4 days, at \$1,000 per annum.....	94. 44
1 clerk, 1 month, at \$1,000 per annum.....	83. 34
1 clerk, ½ month and 14 days, at \$1,000 per annum.....	80. 56
1 clerk, ½ month and 13 days, at \$1,000 per annum.....	77. 78
1 clerk, ½ month and 7 days, at \$1,000 per annum.....	61. 11
2 clerks, ½ month and 1 day, at \$1,000 per annum.....	88. 90
1 clerk, 9 days, at \$1,000 per annum.....	25. 00
1 clerk, 7 days, at \$1,000 per annum.....	19. 44
3 clerks, 1 year, at \$900 per annum.....	2, 700. 00
1 skilled laborer, 1 year, at \$900 per annum.....	900. 00
1 clerk, 10½ months and 6 days, at \$900 per annum.....	802. 50
2 clerks, 7 months, at \$900 per annum.....	1, 050. 00
1 clerk, 4 months and 4 days, at \$900 per annum.....	310. 00
1 clerk, 3½ months and 6 days, at \$900 per annum.....	277. 50
1 clerk, 3½ months and 2 days, at \$900 per annum.....	267. 50
2 clerks, 3½ months, at \$900 per annum.....	525. 00
1 clerk, 3 months and 8 days, at \$900 per annum.....	245. 00
1 clerk, 2½ months and 10 days, at \$900 per annum.....	212. 50
1 clerk, 2 months and 2 days, at \$900 per annum.....	155. 00
1 clerk, 2 months, at \$900 per annum.....	150. 00
1 clerk, ½ month and 6 days, at \$900 per annum.....	52. 50
1 clerk, 5 days, at \$900 per annum.....	12. 50
1 clerk, 10 months and 2 days, at \$840 per annum.....	704. 67
2 messengers, 1 year, at \$720 per annum.....	1, 440. 00
1 telephone operator, 1 year, at \$720 per annum.....	720. 00
1 skilled laborer, 1 year, at \$720 per annum.....	720. 00
1 messenger, 11½ months and 14 days, at \$720 per annum.	718. 00
2 watchmen, 1 year, at \$720 per annum.....	1, 440. 00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1908—Continued.

Employees—Continued.

1 watchman, 9½ months, at \$720 per annum.....	\$570. 00
1 watchman, 8½ months and 11 days, at \$720 per annum.....	532. 00
1 watchman, 8½ months and 2 days, at \$720 per annum..	514. 00
1 watchman, 7½ months and 3 days, at \$720 per annum..	456. 00
1 laborer, 1 year, at \$660 per annum.....	660. 00
2 messenger boys, 1 year, at \$660 per annum.....	1, 320. 00
1 laborer, 1 year, at \$600 per annum.....	600. 00
1 unskilled laborer, 1 year, at \$600 per annum	600. 00
1 messenger, 1 year, at \$600 per annum.....	600. 00
1 messenger boy, 4½ months, at \$480 per annum, and messenger, 7½ months, at \$600 per annum.....	555. 00
1 foreman laborer, 1 year, at \$540 per annum.....	540. 00
2 unskilled laborers, 1 year, at \$540 per annum.....	1, 080. 00
7 messenger boys, 1 year, at \$460 per annum.....	3, 360. 00
3 messenger boys, 1 year, at \$420 per annum.....	1, 260. 00
1 messenger boy, 11½ months and ½ day, at \$420 per annum.....	403. 08
3 messenger boys, 9½ months, at \$420 per annum.....	997. 50
1 messenger boy, 9 months and 14 days, at \$420 per annum.....	331. 33
1 messenger boy, 9 months and 13 days, at \$420 per annum.....	330. 17
2 messenger boys, 9 months and 8 days, at \$420 per annum.....	648. 66
1 messenger boy, 9 months and 5 days, at \$420 per annum.....	320. 83
1 messenger boy, 8½ months and 8 days, at \$420 per annum.....	306. 83
1 messenger boy, 7 months and 9 days, at \$420 per annum.....	255. 50
1 messenger boy, 7 months and 6 days, at \$420 per annum.....	252. 00
1 messenger boy, 7 months and 5 days, at \$420 per annum.....	250. 83
1 messenger boy, 6½ months and 14 days, at \$420 per annum.....	243. 83
1 messenger boy, 6½ months, at \$420 per annum.....	227. 50
1 messenger boy, 6 months and 8 days, at \$420 per annum.....	219. 33
1 messenger boy, 5 months and 9 days, at \$420 per annum.....	185. 50
1 messenger boy, 4½ months and 6 days, at \$420 per annum.....	164. 50
1 messenger boy, 3 months and 4 days, at \$420 per annum.....	109. 67
1 messenger boy, 3 months and 1 day, at \$420 per annum..	106. 17
1 messenger boy, 3 months, at \$420 per annum.....	105. 00
1 messenger boy, 2½ months and 6 days, at \$420 per annum.....	94. 50
1 messenger boy, 2 months and 2 days, at \$420 per annum.....	72. 33
1 messenger boy, 1½ months and 9 days, at \$420 per annum.....	63. 00
1 messenger boy, 1 month and 3 days, at \$420 per annum..	38. 50
1 messenger boy, 1 month and 1 day, at \$420 per annum..	36. 17
6 unskilled laborers, 1 year, at \$480 per annum.....	2, 880. 00
1 unskilled laborer, 11 months and 6 days, at \$480 per annum.....	448. 00
1 unskilled laborer, 6 months, at \$480 per annum.....	240. 00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1908—Continued.

Employees—Continued.

1 unskilled laborer, 2 months and 12 days, at \$480 per annum.....	\$96. 00
1 temporary unskilled laborer, 21 days, at \$1.50 per day, and unskilled laborer, 10 months, at \$420 per annum..	381. 50
1 unskilled laborer, 10 months and 12 days, at \$420 per annum.....	364. 00
1 temporary unskilled laborer, 116 days, at \$1.50 per day, and unskilled laborer, 5 months, at \$420 per annum..	349. 00
1 unskilled laborer, 8 months and 10 days, at \$420 per annum.....	294. 00
1 temporary unskilled laborer, 116 days, at \$1.50 per day, and unskilled laborer, 2 months and 13 days, at \$420 per annum.....	259. 17
3 unskilled laborers, 1 year, at \$240 per annum.....	720. 00
2 unskilled laborers, 11½ months and 14 days, at \$240 per annum.....	478. 66
1 unskilled laborer, 11½ months and 13 days, at \$240 per annum.....	238. 67
2 unskilled laborers, 3 months and 13 days, at \$240 per annum.....	137. 34
1 unskilled laborer, 3 months and 10 days, at \$240 per annum.....	66. 67
1 unskilled laborer, 3 months and 8 days, at \$240 per annum.....	65. 33
1 unskilled laborer, 1 day, at \$240 per annum.....	. 67
1 temporary inspector, 4 months and 6 days, at \$1,380 per annum.....	483. 00
1 temporary inspector, 2½ months and 2 days, at \$1,320 per annum.....	282. 33
1 temporary clerk, 6 months and 1 day, at \$1,000 per annum.....	502. 78
1 temporary clerk, 1 month and 4 days, at \$900 per annum..	85. 00
3 temporary clerks, 3 months and 1 day, at \$720 per annum.....	546. 00
1 temporary clerk, 3 months, at \$720 per annum.....	180. 00
1 temporary clerk, 1 month and 7 days, at \$720 per annum..	74. 00
1 temporary watchman, 2½ months and 7 days, at \$720 per annum.....	164. 00
1 temporary watchman, 1½ months and 10 days, at \$720 per annum.....	110. 00
1 temporary watchman, ½ month and 9 days, at \$720 per annum.....	48. 00
1 temporary skilled laborer, 45½ days, at \$2 per day....	91. 00
1 temporary skilled laborer, 44½ days, at \$2 per day.....	89. 00
1 temporary skilled laborer, 44 days, at \$2 per day.....	88. 00
1 temporary skilled laborer, 40 days, at \$2 per day.....	80. 00
1 clerk, 2 months and 9 days, at \$50 per month.....	115. 00
2 employees, ½ month and 10 days, at \$50 per month...	83. 34
1 employee, ½ month and 7 days, at \$50 per month.....	36. 67
1 employee, 7 days, at \$50 per month.....	11. 67

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1908—Continued.

Employees—Continued.

2 employees, 1½ months and 7 days, at \$45 per month....	\$156. 00
2 temporary unskilled laborers, 75 days, at \$1.50 per day.	225. 00
1 temporary unskilled laborer, 73 days, at \$1.50 per day.	109. 50
2 temporary unskilled laborers, 70 days, at \$1.50 per day.	210. 00
1 temporary unskilled laborer, 51½ days, at \$1.50 per day.	77. 25
4 temporary unskilled laborers, 34 days, at \$1.50 per day.	204. 00
1 temporary unskilled laborer, 33 days, at \$1.50 per day.	49. 50
3 temporary unskilled laborers, 31 days, at \$1.50 per day.	139. 50
1 temporary unskilled laborer, 30 days, at \$1.50 per day.	45. 00

Stenography and typewriting:

58,606 pages, at 50 cents per page.....	29, 293. 25
3,399 pages, at 48 cents per page.....	1, 631. 52
519 pages, at 25 cents per page.....	129. 75
1,142 pages, at 12½ cents per page.....	142. 76
244 pages, at 10 cents per page.....	24. 40
542 pages, at 5 cents per page.....	27. 10
7½ folios, at 20 cents per folio.....	1. 50
85 folios, at 10 cents per folio.....	8. 50

\$415, 065. 16

Traveling expenses..... 30, 599. 12

Rent of offices, second, third, fourth, fifth, sixth, seventh, eighth, and ninth floors, two rooms on first floor and basement of American Bank Building, 1317 F street NW.; third, fourth, fifth, and sixth floors, and three rooms on second floor of building 1307-1309 G street NW.; fourth floor, three rooms on second floor, two rooms on third floor, and three rooms in basement of Epiphany Building, 1311 G street NW.; basement under premises 1334 F street NW.; and brick building in rear of premises, 1338 G street NW. (this charge includes heating, lighting, elevator, and water service)..... 34, 485. 00

Desks, chairs, tables, bookcases and filing cases, typewriters, etc..... 26, 762. 34

Stationery..... 11, 373. 98

Printing..... 304. 05

Books and periodicals..... 1, 474. 63

Counsel..... 4, 000. 00

Special services..... 16, 670. 20

Witness fees..... 1, 717. 40

Telegrams..... 2, 361. 72

Incidental expenses..... 16, 735. 91

Safety appliances:

1 attorney, 5 months, at \$2,750 per annum.....	1, 145. 84
1 inspector clerk, 1 year, at \$1,800 per annum.....	1, 800. 00
1 clerk, 1 year, at \$1,500 per annum.....	1, 500. 00
17 inspectors, 1 year, at \$1,500 per annum.....	25, 500. 00
1 inspector, 11 months and 28 days, at \$1,500 per annum.	1, 491. 67
1 inspector, 10 months and 14 days, at \$1,500 per annum.	1, 308. 34
1 inspector, 9 months and 20 days, at \$1,500 per annum.	1, 208. 33
1 inspector, 9 months and 19 days, at \$1,500 per annum.	1, 204. 17
1 inspector, 4 months and 23 days, at \$1,500 per annum.	595. 83
1 inspector, 1 month, at \$1,500 per annum.....	125. 00
1 clerk, 2 months, at \$1,500 per annum.....	250. 00
1 assistant attorney, 5 months, at \$1,200 per annum....	500. 00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1908—Continued.

Safety appliances—Continued.

1 clerk, 5 months, at \$1,100 per annum.....	\$458. 34	
1 clerk, 5 months, at \$1,000 per annum.....	416. 67	
1 clerk, 1 month and 5 days, at \$1,000 per annum.....	97. 23	
2 clerks, 5 months, at \$900 per annum.....	750. 00	
1 temporary employee, 6 months and 8 days, at \$1,500 per annum.....	783. 33	
Traveling expenses.....	48,751. 56	
Incidental expenses.....	1,331. 75	
		\$89,218. 06
Block signal and train control.....		10,763. 34

Total amount of expenditures from July 1, 1907, to June 30, 1908. 736,530. 91

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908.

Name.	Office.	Whence appointed.	Salary per annum.
John M. Jones.....	In charge of tariffs.....	Georgia.....	\$3,600. 00
Lewellyn A. Shaver.....	Solicitor.....	Alabama.....	3,600. 00
John H. Marble.....	Attorney.....	California.....	3,600. 00
Patrick J. Farrell.....	do.....	Vermont.....	3,600. 00
Luther M. Walter.....	do.....	Kentucky.....	3,600. 00
William H. Connolly.....	Chief clerk.....	North Dakota.....	2,880. 00
Jesse M. Smith.....	Auditor.....	Alabama.....	2,760. 00
H. S. Milstead.....	Disbursing clerk.....	Virginia.....	2,760. 00
Walter E. Burleigh.....	Assistant statistician.....	New Hampshire.....	2,760. 00
George T. Roberts.....	Assistant auditor.....	Vermont.....	2,520. 00
George N. Brown.....	Attorney.....	Illinois.....	2,520. 00
William E. Lamb.....	do.....	Iowa.....	2,520. 00
James Edgar Smith.....	do.....	District of Columbia.....	2,520. 00
Frank Lyon.....	do.....	Virginia.....	2,520. 00
Charles D. Drayton.....	do.....	South Carolina.....	2,520. 00
Walter E. McCornack.....	do.....	Illinois.....	2,520. 00
Silas H. Smith.....	Chief special agent.....	Kentucky.....	2,520. 00
Albert H. Lossow.....	Attorney.....	Minnesota.....	2,520. 00
J. Howard Fishback.....	Chief of division.....	District of Columbia.....	2,400. 00
Raymond Loran.....	do.....	Iowa.....	2,400. 00
S. L. Lupton.....	Assistant to director.....	Virginia.....	2,400. 00
Henry Talbott.....	Law clerk.....	Illinois.....	2,220. 00
Ward Prouty.....	Confidential clerk.....	Vermont.....	2,220. 00
Allen V. Cockrell.....	do.....	Missouri.....	2,220. 00
Livingston Vann.....	Law clerk.....	Florida.....	2,220. 00
Charles F. Gerry.....	Confidential clerk.....	Maryland.....	2,220. 00
John S. Burchmore.....	do.....	Illinois.....	2,220. 00
Ross D. Rynder.....	do.....	Pennsylvania.....	2,220. 00
Allan P. Matthew.....	do.....	California.....	2,220. 00
I. P. Henderson.....	do.....	Georgia.....	2,220. 00
Samuel W. Briggs.....	Law clerk.....	Iowa.....	2,100. 00
Edward L. Pugh.....	Senior clerk.....	Alabama.....	2,100. 00
John J. McAuliffe.....	Official stenographer.....	District of Columbia.....	2,100. 00
George M. Crosland.....	Senior clerk.....	South Carolina.....	2,100. 00
Lawrence B. Johnson.....	Special agent.....	North Carolina.....	2,100. 00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
Robert F. McMillan.....	Senior clerk.....	Indiana.....	\$1,980.00
Alfred Holmead.....	do.....	District of Columbia.....	1,980.00
W. A. Ryan.....	Special agent.....	New York.....	1,980.00
Robert G. Batten.....	Senior clerk.....	Georgia.....	1,860.00
Bloom D. Chapman.....	do.....	New York.....	1,860.00
Jack F. Moss.....	do.....	Mississippi.....	1,860.00
Daniel M. Wood.....	do.....	New York.....	1,860.00
Thomas Jackson.....	do.....	do.....	1,860.00
Duncan L. Richmond.....	do.....	District of Columbia.....	1,860.00
Thomas P. Riley.....	Special agent.....	New Jersey.....	1,860.00
Frank W. Arnold.....	do.....	Illinois.....	1,860.00
Charles N. Brady.....	do.....	Vermont.....	1,860.00
J. E. Archer.....	Chief inspector.....	Texas.....	1,860.00
James L. Murphy.....	Senior clerk.....	Louisiana.....	1,860.00
James H. Dorman, jr.....	do.....	Kentucky.....	1,860.00
John E. Holliday.....	Cashier.....	Illinois.....	1,860.00
Eugene L. Gaddess.....	Law clerk.....	Virginia.....	1,740.00
Leonard E. Shellberg.....	Clerk.....	Hawaii.....	1,740.00
Frank C. Stratton.....	do.....	Kansas.....	1,740.00
Mendon Wood.....	Printing clerk.....	New Jersey.....	1,740.00
Harry C. Robinson.....	Clerk.....	Vermont.....	1,620.00
Edward M. Graney.....	do.....	New York.....	1,620.00
Ervin C. Bowen.....	do.....	District of Columbia.....	1,620.00
William A. King.....	do.....	New York.....	1,620.00
William McCambridge.....	do.....	Illinois.....	1,620.00
John S. Walker.....	do.....	Iowa.....	1,620.00
George Q. Houlehan.....	do.....	Maine.....	1,620.00
Richmond F. Bingham.....	do.....	New Hampshire.....	1,620.00
John H. Nelson.....	do.....	Virginia.....	1,620.00
Wilbur H. Peter.....	do.....	Tennessee.....	1,620.00
Archibald H. Morrow.....	do.....	Oregon.....	1,620.00
R. Wirt Washington.....	do.....	Virginia.....	1,500.00
Montgomery Cumming.....	do.....	Georgia.....	1,500.00
Harry S. Garner.....	do.....	Pennsylvania.....	1,500.00
James C. Jemison.....	do.....	Delaware.....	1,500.00
Herman Felter.....	do.....	Kentucky.....	1,500.00
John F. Dwyer.....	do.....	Massachusetts.....	1,500.00
Henry E. Kondrup.....	do.....	District of Columbia.....	1,500.00
James R. Pipes.....	do.....	West Virginia.....	1,500.00
Leroy Stafford Boyd.....	do.....	Louisiana.....	1,500.00
John M. Gitterman.....	do.....	New York.....	1,500.00
John C. C. Patterson.....	do.....	Maryland.....	1,500.00
Carlton R. Willett.....	do.....	Texas.....	1,500.00
Pearson F. Marsh.....	do.....	Ohio.....	1,500.00
Lorin C. Nelson.....	do.....	North Dakota.....	1,500.00
Arthur R. Mackley.....	do.....	Ohio.....	1,500.00
J. Chester Wilfong.....	do.....	Maryland.....	1,500.00
Jean Paul Muller.....	do.....	do.....	1,500.00
C. R. Marshall.....	Junior special agent.....	District of Columbia.....	1,500.00
Abram P. Worthington.....	Clerk.....	Ohio.....	1,500.00
George S. Gibson.....	do.....	Alabama.....	1,500.00
Will L. Lloyd.....	Special agent.....	New York.....	1,500.00
Herbert W. Archer.....	Clerk.....	do.....	1,500.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908—Continued.

Name.	Position.	Where appointed.	Salary per annum.
John A. Shearer.....	Junior clerk.....	Pennsylvania.....	\$1,400.00
Michael Hays Perry.....	do.....	New Jersey.....	1,400.00
Jesse D. Newton.....	do.....	Iowa.....	1,400.00
Henry A. Dwight.....	do.....	do.....	1,400.00
James S. Fitzhugh.....	do.....	Texas.....	1,400.00
Robert E. Lewis.....	do.....	District of Columbia.....	1,400.00
Edw. B. Blizzard.....	do.....	West Virginia.....	1,400.00
John H. Tilton.....	do.....	New Jersey.....	1,400.00
George O. Boal.....	do.....	Pennsylvania.....	1,400.00
Samuel D. Sterne.....	do.....	Iowa.....	1,400.00
Charles S. Rockwood.....	do.....	Massachusetts.....	1,400.00
J. Newton Baker.....	do.....	Pennsylvania.....	1,400.00
Harry Murray.....	do.....	Missouri.....	1,400.00
Warren H. Wagner.....	do.....	Pennsylvania.....	1,380.00
Charles A. Heiss.....	do.....	do.....	1,380.00
J. Ward Eieher.....	do.....	do.....	1,380.00
George Banks McGinty.....	do.....	Georgia.....	1,380.00
G. P. Boyle.....	do.....	Alabama.....	1,320.00
Hart P. Grigsby.....	do.....	Kentucky.....	1,320.00
Archibald H. Davis.....	do.....	North Carolina.....	1,320.00
Charles H. Young.....	do.....	Missouri.....	1,320.00
Zeb. Vance Harris.....	do.....	North Carolina.....	1,320.00
George I. Thomas.....	do.....	Georgia.....	1,320.00
William F. Craig.....	do.....	Pennsylvania.....	1,320.00
William C. Swain.....	do.....	District of Columbia.....	1,320.00
John H. Anderson.....	do.....	Indiana.....	1,320.00
Frederick P. Russell.....	do.....	Massachusetts.....	1,320.00
Walter W. Scott.....	do.....	Virginia.....	1,320.00
A. M. Hartsfield.....	do.....	Georgia.....	1,320.00
James H. Lewis.....	do.....	District of Columbia.....	1,320.00
John C. Léger.....	do.....	Mississippi.....	1,320.00
George A. Petteys.....	do.....	Illinois.....	1,320.00
Harry H. Little.....	do.....	Indian Territory.....	1,320.00
Arthur F. Rudolph.....	do.....	South Carolina.....	1,320.00
Andrew Denham.....	do.....	Florida.....	1,320.00
Hampton W. Riley.....	do.....	Porto Rico.....	1,320.00
Daniel L. Ferdon.....	do.....	New Jersey.....	1,320.00
Charles F. Yauch.....	do.....	Ohio.....	1,320.00
John J. Crowley.....	do.....	Colorado.....	1,320.00
J. H. Nall.....	do.....	Georgia.....	1,320.00
J. E. Baker.....	do.....	Wisconsin.....	1,320.00
Richard V. Pitt.....	do.....	Virginia.....	1,320.00
John J. Quill.....	do.....	Indiana.....	1,320.00
William A. Cox.....	do.....	Tennessee.....	1,320.00
Paul E. Huettner.....	do.....	do.....	1,320.00
Charles M. Bardwell.....	do.....	Minnesota.....	1,320.00
Frank W. White.....	do.....	Illinois.....	1,320.00
John C. Dyer.....	do.....	Ohio.....	1,320.00
Homor H. McAnelly.....	do.....	Illinois.....	1,320.00
Charles H. Wolfram.....	do.....	Maryland.....	1,320.00
Arthur H. Ferguson.....	do.....	New York.....	1,320.00
Oramel P. Walker.....	do.....	Massachusetts.....	1,320.00
Conrad W. Pfirimmer.....	do.....	Indiana.....	1,320.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
Carroll L. Nash.....	Junior clerk.....	Tennessee.....	\$1, 320.00
Andrew J. Hartman.....	do.....	Ohio.....	1, 320.00
Harry T. Darr.....	do.....	Kansas.....	1, 320.00
Hugo Oberg.....	do.....	New Jersey.....	1, 320.00
Charles D. Tedrow.....	do.....	Kentucky.....	1, 320.00
Spencer E. Burk.....	do.....	Illinois.....	1, 320.00
William P. Bartel.....	do.....	Wisconsin.....	1, 320.00
James S. Payne.....	do.....	Pennsylvania.....	1, 320.00
John J. Hickey.....	do.....	New York.....	1, 320.00
Orin Davis.....	do.....	Texas.....	1, 320.00
A. M. Chreitzberg.....	do.....	South Carolina.....	1, 320.00
Nelson B. Bell.....	do.....	Porto Rico.....	1, 320.00
Louis I. Doyle.....	do.....	District of Columbia.....	1, 320.00
Joseph S. Moss.....	do.....	Vermont.....	1, 320.00
Hal M. Remington.....	do.....	Michigan.....	1, 320.00
Arthur A. Topping.....	do.....	New York.....	1, 320.00
Alexander G. Fortier.....	do.....	Massachusetts.....	1, 320.00
Bennet C. Taliaferro.....	do.....	Tennessee.....	1, 260.00
Henry J. Conyngton.....	do.....	Texas.....	1, 260.00
J. E. Kidwell.....	do.....	Virginia.....	1, 260.00
William G. Willige.....	do.....	District of Columbia.....	1, 260.00
Julius H. Parmelee.....	do.....	Connecticut.....	1, 260.00
Calvin H. Zeigler.....	do.....	Pennsylvania.....	1, 260.00
Ernest S. Hobbs.....	do.....	Illinois.....	1, 260.00
Frederick E. Heydon.....	do.....	New Jersey.....	1, 260.00
Edward Dillon.....	do.....	California.....	1, 260.00
George D. Gamble.....	do.....	New Jersey.....	1, 260.00
J. C. Harraman.....	do.....	Ohio.....	1, 200.00
John B. Lybrook.....	do.....	Virginia.....	1, 200.00
William S. Hardesty.....	do.....	Indiana.....	1, 200.00
W. J. Lester Sis.....	do.....	District of Columbia.....	1, 200.00
Richard F. DeLacy.....	do.....	New York.....	1, 200.00
Clare R. Hughes.....	do.....	Indian Territory.....	1, 200.00
Robert S. Pierson.....	do.....	Hawaii.....	1, 200.00
Robert R. Brott.....	do.....	District of Columbia.....	1, 200.00
Walter A. McMillan.....	do.....	South Carolina.....	1, 200.00
William T. Parrott.....	do.....	Georgia.....	1, 200.00
Ira B. Conkling.....	do.....	Missouri.....	1, 200.00
A. V. Swanberg.....	do.....	Montana.....	1, 200.00
George H. Koon.....	do.....	Ohio.....	1, 200.00
David S. Cowan.....	do.....	South Carolina.....	1, 200.00
John A. Munson.....	do.....	Illinois.....	1, 200.00
William E. Sidell.....	do.....	New Jersey.....	1, 200.00
Esquire M. Conner.....	do.....	Tennessee.....	1, 200.00
Edward J. Stowers.....	do.....	Minnesota.....	1, 200.00
Frank C. Larimore.....	do.....	Ohio.....	1, 200.00
John A. Glessner.....	do.....	Pennsylvania.....	1, 200.00
Jonas E. Clark.....	do.....	Kansas.....	1, 200.00
T. Wingfield Bullock.....	do.....	Kentucky.....	1, 200.00
Laurence J. McGee.....	do.....	Maryland.....	1, 200.00
Alvin S. Callahan.....	do.....	Texas.....	1, 200.00
Robert H. Turner.....	do.....	Virginia.....	1, 200.00
Eugene Merritt.....	do.....	New York.....	1, 200.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
George B. Edwards.....	Junior clerk.....	Porto Rico.....	\$1,200.00
Robert S. Campbell.....	do.....	North Carolina.....	1,200.00
Ernest E. Briscoe.....	do.....	Montana.....	1,200.00
Charles E. Anderson.....	do.....	Mississippi.....	1,200.00
Frank E. Watson, jr.....	do.....	Wisconsin.....	1,200.00
Ralph Koontz.....	do.....	Ohio.....	1,200.00
Edwin C. Blanchard.....	do.....	Virginia.....	1,200.00
Frederick R. Eddy.....	do.....	New York.....	1,200.00
Isidore J. Schulte.....	do.....	Wisconsin.....	1,200.00
Frederick F. Ring.....	do.....	Massachusetts.....	1,200.00
Morris W. Knowlton.....	do.....	Porto Rico.....	1,200.00
Daniel J. Brown.....	do.....	North Carolina.....	1,200.00
George E. Richards.....	do.....	Texas.....	1,200.00
Earl W. Wiseman.....	do.....	do.....	1,200.00
Wilbur Jarvis.....	do.....	Hawaii.....	1,200.00
Henry A. Works.....	do.....	New York.....	1,200.00
John W. Davie.....	do.....	Kentucky.....	1,200.00
Gordon Payne.....	do.....	Nevada.....	1,200.00
Seth Bohmanson.....	do.....	California.....	1,200.00
Thomas A. Gillis.....	do.....	Pennsylvania.....	1,200.00
Otis Beall Kent.....	do.....	Massachusetts.....	1,200.00
George A. Cunningham.....	do.....	Georgia.....	1,200.00
Richard G. Taylor.....	do.....	Minnesota.....	1,200.00
John M. Millner.....	do.....	Ohio.....	1,200.00
Herbert S. Metcalf.....	do.....	Illinois.....	1,200.00
Oscar C. Brohough.....	do.....	Minnesota.....	1,200.00
Henry C. Wilson.....	do.....	Iowa.....	1,200.00
Thomas L. Stevens.....	do.....	Alabama.....	1,200.00
William J. Flood.....	do.....	Indiana.....	1,200.00
William A. Disque.....	do.....	Kentucky.....	1,200.00
George V. Lovering.....	do.....	Massachusetts.....	1,200.00
W. H. Reynolds.....	do.....	Maryland.....	1,200.00
Claude E. Koss.....	do.....	District of Columbia.....	1,200.00
Wilhelm G. Hansen.....	do.....	New Jersey.....	1,200.00
Joseph G. Hilman.....	do.....	Alabama.....	1,200.00
William W. Tirrell.....	do.....	Massachusetts.....	1,200.00
Mark H. Greenwald.....	do.....	do.....	1,200.00
John H. Halley.....	do.....	Tennessee.....	1,200.00
Samuel E. Hutton.....	do.....	Ohio.....	1,200.00
Walter T. Wimsatt.....	do.....	Missouri.....	1,200.00
Robert D. Burbank.....	do.....	Minnesota.....	1,200.00
John P. Neal.....	do.....	Maryland.....	1,200.00
Hiram D. Harner.....	do.....	Ohio.....	1,200.00
Herman J. Lange.....	do.....	Minnesota.....	1,200.00
Wintemute D. Sloan.....	do.....	New York.....	1,200.00
Samuel D. Schindler.....	Under clerk.....	District of Columbia.....	1,080.00
Ollie M. Butler.....	do.....	Texas.....	1,080.00
John T. Money.....	do.....	Virginia.....	1,080.00
George A. Cascy.....	do.....	Massachusetts.....	1,080.00
George E. Graham, jr.....	do.....	District of Columbia.....	1,080.00
John P. McGrath.....	do.....	Massachusetts.....	1,080.00
C. W. Kendall.....	do.....	Colorado.....	1,020.00
Charles F. Ford.....	Skilled laborer.....	New York.....	1,020.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908—Continued-

Name.	Office.	Whence appointed.	Salary per annum.
Charles F. Forsyth.....	Skilled laborer.....	Iowa.....	\$1,020.00
Edward F. Linkens.....	Under clerk.....	Virginia.....	1,020.00
Ernest M. Corey.....	do.....	New York.....	1,020.00
John J. Gauss.....	do.....	Missouri.....	1,020.00
Asher H. Leatherman.....	do.....	Pennsylvania.....	1,020.00
William C. O'Leary.....	do.....	New Hampshire.....	1,020.00
William Conyngton.....	do.....	Oklahoma.....	1,020.00
Alexander Jameson.....	do.....	Pennsylvania.....	1,020.00
G. Heard Mattingly.....	do.....	District of Columbia.....	1,020.00
Clarence E. Snell.....	do.....	Missouri.....	1,020.00
George E. Bequette.....	do.....	do.....	1,020.00
Alexander F. Brevillier.....	do.....	Pennsylvania.....	1,020.00
Benjamin A. Watts.....	do.....	West Virginia.....	1,020.00
Edward C. Howe.....	do.....	California.....	1,020.00
Winston H. Granbery.....	do.....	Virginia.....	1,020.00
Karl F. Phillips.....	do.....	New York.....	1,020.00
Paul E. Bradley.....	do.....	Missouri.....	1,020.00
Arven M. Keisling.....	do.....	Tennessee.....	1,020.00
Herman F. Chapman.....	do.....	South Dakota.....	1,020.00
John M. Stirewalt.....	do.....	Virginia.....	1,020.00
James W. Ferriter.....	do.....	Minnesota.....	1,020.00
Adrian de Bruyn Kops.....	do.....	Missouri.....	1,020.00
John C. Gibson.....	do.....	Pennsylvania.....	1,020.00
Joseph S. de Bettencourt.....	do.....	Massachusetts.....	1,020.00
Edward F. Spethmann.....	do.....	Nebraska.....	1,020.00
Peter C. Paulson.....	do.....	Minnesota.....	1,020.00
Lawrence A. Pyle.....	do.....	Maryland.....	1,020.00
Edgar M. Ebert.....	do.....	District of Columbia.....	1,020.00
Morris H. Konigsberg.....	do.....	New York.....	1,020.00
Marshall T. Iyer.....	do.....	Illinois.....	1,020.00
Henry J. Balzer.....	do.....	District of Columbia.....	1,020.00
Bernard J. Heffernan.....	do.....	Rhode Island.....	1,020.00
John Calvin Griffin.....	do.....	New York.....	1,020.00
Charles E. Cotterill.....	do.....	Michigan.....	1,020.00
Rexford L. Holmes.....	do.....	Missouri.....	1,020.00
Ernest L. Irwin.....	do.....	New York.....	1,020.00
James H. Adams.....	do.....	Maryland.....	1,020.00
Richard T. Eddy.....	do.....	California.....	1,020.00
John W. Hiron.....	do.....	Delaware.....	1,020.00
George F. Goggin.....	do.....	Massachusetts.....	1,020.00
Ralph H. Kimball.....	do.....	do.....	1,020.00
Frederick H. Flinn.....	do.....	New Jersey.....	1,020.00
John J. Sullivan.....	do.....	Massachusetts.....	1,020.00
Gustavus B. Spence.....	do.....	do.....	1,020.00
Fred H. Smerbitz.....	do.....	District of Columbia.....	1,020.00
Curtis W. Mitchell.....	do.....	Missouri.....	1,020.00
Robert T. Tedrow.....	do.....	Kentucky.....	1,020.00
John B. Switzer.....	do.....	West Virginia.....	1,020.00
A. J. Glossa.....	do.....	Massachusetts.....	1,020.00
Thomas Hoffman.....	do.....	do.....	1,020.00
Timothy J. McKinnon.....	do.....	New York.....	1,020.00
Orlyn S. Phillips.....	do.....	Iowa.....	1,020.00
Hunter B. Linton.....	do.....	Virginia.....	1,020.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
Claud B. Simmons.....	Under clerk.....	Pennsylvania.....	\$1,020. 00
Walter W. Thorne.....	do.....	Massachusetts.....	1,020. 00
William J. Koebel.....	do.....	Pennsylvania.....	1,020. 00
Lawrence Klare.....	do.....	Mississippi.....	1,020. 00
Ernest H. Hobbs.....	do.....	Pennsylvania.....	1,020. 00
George Stevens.....	do.....	Colorado.....	900. 00
James O. Tolbert.....	do.....	Iowa.....	900. 00
Walter E. Marsh.....	do.....	Massachusetts.....	900. 00
Samuel E. Reed.....	do.....	West Virginia.....	900. 00
David S. Brooks.....	do.....	District of Columbia.....	900. 00
W. M. Edson.....	do.....	Maine.....	900. 00
John H. Howell, jr.....	do.....	District of Columbia.....	900. 00
Earle W. Bascom.....	do.....	Massachusetts.....	900. 00
M. D. L. Harden.....	Clerk.....	Kansas.....	840. 00
E. F. Hayward.....	Telephone operator.....	District of Columbia.....	840. 00
Joseph J. Harvey.....	Skilled laborer.....	do.....	840. 00
Frank M. Hall.....	Messenger.....	Pennsylvania.....	720. 00
Edgar Bittinger.....	do.....	do.....	720. 00
Lester L. Eppard.....	do.....	Virginia.....	720. 00
Thomas H. Robinson.....	Laborer.....	District of Columbia.....	720. 00
Daniel W. Moore.....	Watchman.....	Alabama.....	720. 00
William T. Conray.....	do.....	District of Columbia.....	720. 00
Wesley S. Porter.....	do.....	Mississippi.....	720. 00
Frank J. Spellman.....	do.....	Louisiana.....	720. 00
Ulysses G. Thompson.....	do.....	Alabama.....	720. 00
Clarence O. L. Garrett.....	do.....	Mississippi.....	720. 00
Stanley R. DePue.....	Messenger boy.....	Pennsylvania.....	660. 00
William J. Cady.....	Messenger.....	Kentucky.....	660. 00
William R. Brennan.....	do.....	Wisconsin.....	600. 00
George T. Ward.....	Laborer.....	District of Columbia.....	600. 00
James A. Dove.....	Unskilled laborer.....	do.....	600. 00
Henry Cissel.....	Foreman laborer.....	do.....	600. 00
Cary A. Johnson.....	Unskilled laborer.....	do.....	600. 00
Todd Mozee.....	do.....	Illinois.....	600. 00
Robert H. Wilkinson.....	do.....	District of Columbia.....	600. 00
Nelson Arnold.....	do.....	North Carolina.....	600. 00
Daniel E. Brewer.....	do.....	Maryland.....	600. 00
Franklin E. Dove.....	do.....	District of Columbia.....	600. 00
Frank A. Fisher.....	do.....	do.....	600. 00
Daniel W. Brooks.....	do.....	do.....	600. 00
Rollie Gooden.....	do.....	Virginia.....	600. 00
Walter C. Blount.....	do.....	North Carolina.....	600. 00
William Beckley.....	do.....	Virginia.....	600. 00
James J. Smith.....	do.....	District of Columbia.....	600. 00
Harry J. Barnholt.....	Messenger boy.....	Pennsylvania.....	480. 00
James P. O'Connor.....	do.....	District of Columbia.....	480. 00
Leon D. Lamb.....	do.....	Ohio.....	480. 00
Raymond R. Cheshire.....	do.....	Georgia.....	480. 00
William A. Kane.....	do.....	New Jersey.....	480. 00
Harold A. Kluge.....	do.....	Pennsylvania.....	480. 00
George McCauley.....	do.....	Kentucky.....	480. 00
Edward L. Cooley.....	do.....	New York.....	420. 00
George H. Peniston, jr.....	do.....	Alabama.....	420. 00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
Jeuvenal Fiedler.....	Messenger boy.....	Maryland.....	\$420.00
Thomas Miller.....	do.....	do.....	420.00
Mack Myers.....	do.....	Virginia.....	420.00
Francis H. Espey.....	do.....	Maryland.....	420.00
Walker M. Bransom.....	do.....	do.....	420.00
Kenneth E. Buffin.....	do.....	do.....	420.00
Philip W. Huck.....	do.....	do.....	420.00
Joseph L. Ramsay.....	do.....	District of Columbia.....	420.00
Claire C. McMullen.....	do.....	Missouri.....	420.00
George E. Proudley.....	do.....	Illinois.....	420.00
Wheeler A. Wilson.....	do.....	Georgia.....	420.00
Julius E. Morecock.....	do.....	do.....	420.00
Francis J. Stoegerer.....	do.....	Missouri.....	420.00
Adolph J. Hildebrand.....	do.....	Indiana.....	420.00
Walter A. Costello.....	do.....	Pennsylvania.....	420.00
Mitchell R. Collins.....	do.....	North Carolina.....	420.00
George Watson.....	do.....	Massachusetts.....	420.00
Byron G. Henderson.....	do.....	do.....	420.00
James E. McMullin.....	do.....	Virginia.....	420.00
Clinton B. Pennebaker.....	do.....	Kentucky.....	420.00
Charles F. Maloy.....	do.....	Pennsylvania.....	420.00
George T. Gibbs.....	do.....	Ohio.....	420.00
Hiram F. Cash.....	do.....	Michigan.....	420.00
William A. Kierlane.....	do.....	New York.....	420.00
William A. Hans.....	do.....	do.....	420.00
Arthur A. McNeerney.....	do.....	Pennsylvania.....	420.00
Harry V. Rouse.....	do.....	Virginia.....	420.00
George L. Schatz.....	do.....	Colorado.....	420.00
William A. Walsh.....	do.....	New York.....	420.00
Harry M. Robertson.....	do.....	Maryland.....	420.00
Sarah E. Bowie.....	Unskilled laborer.....	District of Columbia.....	240.00
Sarah G. Hicks.....	do.....	do.....	240.00
Julia Washington.....	do.....	Virginia.....	240.00
Mamie Simington.....	do.....	do.....	240.00
Lillian P. Wiley.....	do.....	District of Columbia.....	240.00
Mary Watson.....	do.....	do.....	240.00
Ruth A. Williams.....	do.....	do.....	240.00
Blanche Nash.....	do.....	South Carolina.....	240.00
Nannie E. Rollins.....	do.....	District of Columbia.....	240.00
Mary J. Glass.....	do.....	North Carolina.....	240.00
Esther M. Woodland.....	do.....	District of Columbia.....	240.00
Mary L. Armstrong.....	do.....	Alabama.....	240.00
Maggie V. Jackson.....	do.....	District of Columbia.....	240.00
Katie S. Robinson.....	do.....	do.....	240.00
Ida E. Smith.....	do.....	do.....	240.00
Harry C. Eddy.....	Temporary inspector.....	Virginia.....	2,520.00
Henry C. Miller.....	do.....	New York.....	1,380.00
Frederic N. Clark.....	Temporary junior clerk.....	Michigan.....	1,200.00
Guy L. Seaman.....	Temporary under clerk.....	Missouri.....	1,020.00
Harcourt L. Stevenson.....	do.....	District of Columbia.....	1,020.00
John G. Lerch.....	do.....	do.....	1,020.00
Eugene Arnett.....	do.....	do.....	1,020.00
Herman C. Kornegay.....	do.....	Virginia.....	1,020.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
Byron T. Hayden.....	Temporary clerk.....	District of Columbia.....	\$720.00
Patrick H. McCarthy.....	Employee.....	Mississippi.....	p. m. 50.00
Samuel Reynolds.....	Temporary unskilled laborer.....	Virginia.....	600.00
Charles A. Lutz.....	Chief examiner of accounts.....	Kentucky.....	5,000.00
Albion L. Headburg.....	Examiner.....	Illinois.....	2,520.00
George S. Seymour.....	do.....	New York.....	2,520.00
Clifton F. Balch.....	do.....	Illinois.....	2,520.00
William P. Bird.....	do.....	New York.....	2,520.00
Gaston C. Hand.....	do.....	do.....	2,520.00
George F. Moore.....	do.....	Indiana.....	2,520.00
Garry Brown.....	do.....	New York.....	2,520.00
W. C. Sanford.....	do.....	Michigan.....	2,520.00
C. V. Conover.....	do.....	do.....	2,100.00
Arnold C. Hansen.....	do.....	New Jersey.....	2,100.00
Walter V. Wilson.....	do.....	Illinois.....	2,100.00
George M. Curtis.....	do.....	West Virginia.....	2,100.00
Fred W. Sweeney.....	do.....	Missouri.....	2,100.00
August G. Gutheim.....	do.....	Massachusetts.....	2,100.00
Frank M. Swacker.....	do.....	Missouri.....	2,100.00
Lewis A. Bell.....	do.....	Illinois.....	2,100.00
D. E. Brown.....	do.....	New York.....	1,980.00
R. H. Snead.....	do.....	Colorado.....	1,980.00
Edward D. Myers.....	do.....	New York.....	1,980.00
Frank H. Dixon.....	do.....	New Hampshire.....	1,800.00
Charles V. Burnside.....	do.....	Minnesota.....	1,800.00
William J. Abbey.....	do.....	Ohio.....	1,620.00
Charles C. Semple.....	do.....	do.....	1,620.00
Alfred G. Hagerty.....	do.....	Louisiana.....	1,620.00
Roscoe C. Campbell.....	Junior clerk.....	Pennsylvania.....	1,260.00
Jacob W. Krieger.....	do.....	Tennessee.....	1,260.00
Print E. Shomette.....	do.....	Mississippi.....	1,200.00
Samuel J. Barclay.....	do.....	New York.....	1,200.00
Gilbert I. Jackson.....	Under clerk.....	do.....	1,080.00
Frederick G. Rechten.....	do.....	New Jersey.....	1,020.00
Clyde L. Stryker.....	do.....	do.....	1,020.00
John R. Ranson.....	Messenger boy.....	Ohio.....	420.00
Philip J. Doherty.....	Attorney.....	Massachusetts.....	2,100.00
Wilford P. Borland.....	Inspector clerk.....	Washington.....	1,980.00
Ulysses Butler.....	Attorney.....	Pennsylvania.....	1,740.00
J. W. Watson.....	Inspector.....	New York.....	1,620.00
Frank C. Smith.....	do.....	Michigan.....	1,620.00
Albert H. Hawley.....	do.....	New York.....	1,620.00
Richard R. Cullinane.....	do.....	Mississippi.....	1,620.00
W. R. Wright.....	do.....	Missouri.....	1,620.00
H. K. Swasey.....	do.....	Massachusetts.....	1,620.00
James E. Jones.....	do.....	Illinois.....	1,620.00
James J. Coutts.....	do.....	Ohio.....	1,620.00
C. F. Merrill.....	do.....	Wisconsin.....	1,620.00
Hiram W. Belnap.....	do.....	Illinois.....	1,620.00
George E. Starbird.....	do.....	do.....	1,620.00
James A. Lawson.....	do.....	Texas.....	1,620.00
John F. Ensign.....	do.....	Colorado.....	1,620.00
J. H. Strickland.....	do.....	Minnesota.....	1,620.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1908—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
Burt C. Craig.....	Inspector	New York	\$1,620.00
Austin F. Duffy.....	do.	Pennsylvania	1,620.00
George B. Winter.....	do.	Utah.....	1,620.00
Elbridge L. Gibbs.....	do.	Texas.....	1,620.00
Henry Kirch.....	do.	New Mexico.....	1,620.00
William F. Holton.....	do.	Virginia.....	1,620.00
Thomas W. Gibbons.....	do.	New York.....	1,620.00
Frank McManamy.....	do.	Oregon.....	1,620.00
Oscar C. Cash.....	do.	Virginia.....	1,620.00
Roscoe F. Walter.....	Attorney.....	Kentucky.....	1,500.00
Walter N. Brown.....	Junior clerk.....	Rhode Island.....	1,260.00
Stacy H. Myers.....	Under clerk.....	District of Columbia.....	1,080.00
Monroe C. List.....	do.	West Virginia.....	1,080.00
Paul L. Hallam.....	do.	Michigan.....	1,080.00
Quince D. Heltzel.....	do.	Kansas.....	1,020.00

APPENDIX B.

POINTS DECIDED BY THE COMMISSION IN FORMAL PROCEEDINGS
SINCE THE HEPBURN ACT, INDEX OF POINTS
DECIDED, AND TABLE CASES.

POINTS DECIDED IN FORMAL PROCEEDINGS SINCE THE HEPBURN ACT.

In the matter of railroad-telegraph contracts. (12 I. C. C. Rep., 10.)

1. As a telegraph service along its right of way is essential to the safe operation of its trains, a railroad company or a group of separately incorporated roads generally recognized as a "railway system," may lawfully contract to furnish free or reduced rate transportation to a telegraph company for such of its officers, men, materials, and supplies as are required in connection with the construction, maintenance, and operation of such a telegraph line and service upon its own right of way; and the legality of such free or reduced rate transportation is not affected by the fact that the telegraph company may also use such telegraph line in connection with its telegraph service to the public.
2. But such a railroad company or system of roads can not lawfully contract, in consideration of free telegraph service or service at reduced rates over wires beyond its own right of way, to furnish free or reduced rate transportation for the officials, employees, laborers, materials, or supplies of a telegraph company in connection with the construction, maintenance, or operation of a telegraph line and service *off the line* of such railroad company or system of railroads and upon the line or lines of another carrier or system.
3. Previous rulings of the Commission in relation to "Payment for transportation" and "Issuance and use of free passes," so far as they may affect or control railroad-telegraph contracts, explained and reaffirmed.

Frederick Brick Works v. Northern Central Railway Company et al. (12 I. C. C. Rep., 13.)

4. Defendants' class rate of \$3.80 per ton on brick, carloads, from Frederick, Md., to Elberon, N. J., 236 miles, applied on shipments made by complainant in January, 1906, was unreasonable and unjust. Complainant awarded reparation, based on the difference between such rate and the rate of \$2.75 per ton put in effect by defendants pending the controversy.

In the matter of the free transportation of newspaper employees on special newspaper trains. (12 I. C. C. Rep., 15.)

5. Where the Congress has expressly enumerated special classes of persons or things that may be exempted and excepted from the operation of general provisions in a law, this Commission can not enlarge the excepted classes by mere construction and include in them persons or things not thus expressly named in the statute itself.
6. *Held*, therefore, that the so-called *caretakers* of newspaper companies whose duty it is to assort newspapers on special newspaper trains and to make them up into packages for delivery as the train arrives at the several points along the line of the run, may not lawfully be granted the free transportation that is permissible under the act to regulate commerce to the caretakers of certain other kinds of traffic specially enumerated in the act.
7. A commodity rate can not be applied to the transportation of passengers or a passenger rate to the transportation of a commodity.
8. *Held*, therefore, that newspaper employees can not lawfully be carried on special newspaper trains under a commodity rate established for the carriage of newspapers, or at any rate other than one specified in a regularly published schedule of passenger rates.

Cattle Raisers' Association of Texas v. Galveston, Harrisburg & San Antonio Railway Company et al. (12 I. C. C. Rep., 20.)

9. On complaint of failure by defendants to establish a through route and joint rate on beef cattle from points on the International & Great Northern Railroad in Texas to New Orleans, La., it appeared that formerly a through route and joint rate of 45 cents per 100 pounds, except from Laredo, Tex., from which it was 47 cents, were discontinued by defendants other than the International & Great Northern Railroad Company on October 14, 1906, because of dissatisfaction with the rate divisions; that there is no other practicable route from the points of shipment to New Orleans, and that much inconvenience and loss have resulted to shippers from discontinuance of the route; *Held*, That the public interest requires establishment and maintenance of the through route and joint through rates, and that the route and former joint rates should be reestablished. No opinion upon the reasonableness of such rates is expressed, and this decision is without prejudice to determination of the question of reasonableness which may be involved in another proceeding now pending.

Blackwell Milling & Elevator Company v. Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 23.)

10. On shipments of flour and other grain products defendant had in force certain rates for transportation between points on its own line and an arbitrary of 5 cents per 100 pounds to be applied in addition to its regular transportation charges to shipments received from connecting lines, but it discontinued imposition of the arbitrary, effective February 11, 1907; *Held*, That the 5-cent arbitrary was unjust and unreasonable, and that defendant be required to refrain from applying the same during a period of two years hereafter. Complainant awarded reparation.

Ponca City Milling Company v. Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 26.)

11. Decision in Blackwell Milling and Elevator Co. v. M., K. and T. Ry. Co., 12 I. C. C. Rep., 25, cited and applied. Complainant awarded reparation.

Harrell v. Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 27.)

12. A complaint of the unreasonableness of a rate on coal from St. Louis, Mo., to Oklahoma City, Okla., as applied to shipments originating in West Virginia, covering a total distance of over 1,200 miles, held to present no question of practical importance in view of the proximity of coal fields in Oklahoma, Arkansas, and Kansas, and also the much shorter distance from Colorado and Missouri, and dismissed without prejudice in case the unreasonableness of the rate should become of actual consequence hereafter.

Birmingham Packing Company v. Texas & Pacific Railway Company et al. (12 I. C. C. Rep., 29.)

13. On complaint of failure by defendants to establish a through route and joint rate on beef cattle from Fort Worth, Tex., to Birmingham, Ala., it appeared that joint rates are established over their line between the points mentioned on fresh meats and packing-house products, but not on other traffic, and that there is no through route or joint rate for beef cattle by any line from Fort Worth to Birmingham; *Held*, That a through route and joint rate thereof of not exceeding 50 cents per 100 pounds should be established and maintained for the transportation of beef cattle, in carloads, from Fort Worth to Birmingham.

American National Live Stock Association and Cattle Raisers' Association of Texas v. Texas & Pacific Railway Company et al. (12 I. C. C. Rep., 32.)

14. Prior to April, 1904, the Texas & Pacific Railway Company had in effect with various lines of railway, including the other defendants, joint tariffs, I. C. C. No. 1015, I. C. C. No. 1038, and I. C. C. No. 1036, applying on live stock from points on its line in Texas and New Mexico to destinations therein specified, but during that month the Texas & Pacific Railway Company canceled such joint tariffs, and

since that time no through routes or joint rates applicable to live stock to and from points on its line have been in force; *Held*, That the public interest requires the establishment of the through routes and joint rates provided for in such joint tariffs, with leave to any party to apply for a modification of the order which may be issued herein at any time, but that formal order herein be withheld for thirty days. The carriers are granted authority to establish such joint tariffs upon ten days' notice to the public and the Commission.

Durham v. Illinois Central Railroad Company. (12 I. C. C. Rep., 37.)

15. On complaint alleging that a rate of 21 cents per 100 pounds on brick machinery, carloads, from Lochland, Ky., to East St. Louis, Ill., compared with a rate of 15 cents for the longer distance over the same line from Louisville, Ky., to East St. Louis, was unreasonable, Lochland being 8 miles nearer the point of destination, it appeared that the rate from Louisville is fixed under competition by rail and by water, and following decisions of the courts; *Held*, That the higher rate from Lochland does not violate section 3 or section 4 of the statute, and, further, that the rate from Lochland is not, upon the evidence presented, unreasonable under the first section of the law.

In the matter of the right of railroad companies to exchange free transportation with local transfer and baggage express companies. (12 I. C. C. Rep., 39.)

16. Petitioner is a common carrier engaged in the city of Chicago in transferring passengers and baggage between railroad stations and between such stations and hotels and private residences, and performs a service connected with interstate passenger traffic, but is nevertheless not a carrier subject to the provisions of the act to regulate commerce.
17. Section 1 of the act to regulate commerce, amended June 29, 1906, provides: "No common carrier subject to the provisions of this act shall, * * * directly or indirectly, issue or give any interstate free ticket, free pass, or free transportation for passengers, except to its employees and their families, its officers, agents, * * * : *Provided*, That this provision shall not be construed to prohibit the interchange of passes for the officers, agents, and employees of common carriers, and their families." The proviso clearly modifies the main clause and is to be construed strictly. The words "common carriers" relate only to those referred to in the main clause, namely, common carriers subject to the act.
18. While the petitioner, Frank Parmelee Company, not being subject to the regulating statute, may doubtless give free transportation on its omnibus and baggage express wagons to whomsoever it wishes, no common carrier subject to the jurisdiction of that act can lawfully grant free transportation to the officers, agents, or employees of petitioner. Specific exceptions noted in the act as to "baggage agents" entering trains near large terminals to arrange for baggage transfer.

Johnston-Larimer Dry Goods Company v. Atchison, Topeka & Santa Fe Railway Company et al. (12 I. C. C. Rep., 47.)

19. Defendants' rates per 100 pounds on cotton goods from various producing points in Texas are 96 cents to Wichita, Kans., 50 cents to Kansas City and St. Louis, and 55 cents to Omaha and Chicago. The average distances range from 458 miles to Wichita to 1,038 miles to Chicago. Active market and carriers' competition exists for the sale and transportation of this traffic to the points other than Wichita, to which substantially agreed rates are maintained by the four carriers reaching that point from all markets. A rate from Texas producing points to Wichita of 50 cents per 100 pounds would be highly profitable to the carriers and complainant—a Wichita jobber formerly had, by the rebate system, a rate as low as 50 cents. Until recently the tariff rate to Wichita from these points was \$1.16. The present rates to Kansas City and other Missouri River points and to Wichita exclude the Wichita jobber from competition. Under these circumstances complainant buys cotton goods in other markets; *Held*, That the present rate of 96 cents to

Wichita is unreasonable and unjust, and should not exceed 50 cents per 100 pounds. For reasons stated the rate from Galveston to Wichita is not included in the decision

Johnston-Larimer Dry Goods Company v. Wabash Railroad Company et al. (12 I. C. C. Rep., 51.)

20. The rates complained of in this case are those on cotton goods, from East St. Louis, Ill., to Kansas City, Mo., and from East St. Louis to Wichita, Kans., but the real question involved is the differential in rates from eastern markets to Kansas City and Wichita, which is 57 cents via all rail and 44 cents via rail and water routes in favor of Kansas City, the rail and water routes being via Galveston, Tex., and two of the lines passing through Wichita to Kansas City. The rate of 35 cents, East St. Louis to Kansas City, is not excessive. The rate of 66 cents, Kansas City to Wichita, is extremely high for the distance of 222 miles; but for reasons stated it would not benefit complainant at Wichita and might result to its disadvantage, and would involve a ruling either that rating cotton piece goods as first class in the Western Classification is wrong or that the class rates between the Missouri River and Chicago are too high. No reason appears why the classification of cotton goods should be changed or the class rates reduced at this time. The rates from the East and the differential mentioned are not the subject of complaint nor are the water and rail lines parties hereto; *Held*, That the complaint be dismissed without prejudice to further proceedings.

Johnston-Larimer Dry Goods Company v. New York & Texas Steamship Company et al. (12 I. C. C. Rep., 58.)

21. On complaint that a rate of \$1.61½ per 100 pounds on knit goods from New York and New York rate points via water and rail through Galveston, Tex., to Wichita, Kans., is unlawful, and with which is compared defendants' rate of \$1.31 on that traffic through Wichita to Topeka, Kans.; *Held*, (1) That the difference in rates is justified by competition for traffic to Topeka which does not exist and apply with like force at Wichita; (2) that the rate to Wichita is not, under the circumstances, shown to be unreasonable.

Mason v. Chicago, Rock Island & Pacific Railway Company. (12 I. C. C. Rep., 61.)

22. The Commission is without authority to fix rules or regulations for reciprocal demurrage.

Ohsman & Effron v. Chicago, Rock Island & Pacific Railway Company et al. (12 I. C. C. Rep., 63.)

23. This case involves rates on scrap iron, carloads, from Cedar Rapids, Iowa, to Chicago and East St. Louis, Ill., and St. Louis, Mo., as compared with rates to the same destinations from St. Paul and Minneapolis, Minn. During the pendency of the proceeding rates from St. Paul and Minneapolis and from Cedar Rapids were changed, with the result that the rates from those points to Chicago were made the same and the rates to St. Louis were made 20 cents less from Cedar Rapids than from St. Paul and Minneapolis, East St. Louis taking St. Louis rates. Upon complainants' request the complaint is dismissed without prejudice.

Omaha Grain Exchange v. Union Pacific Railroad Company. (12 I. C. C. Rep., 65.)

24. Defendant has in force a rate of 1 cent per 100 pounds, minimum charge \$5 per car, for transferring grain in carloads from Council Bluffs, Iowa, to Omaha and South Omaha, Nebr. Its rate for transferring grain from Omaha and South Omaha to Council Bluffs for delivery upon its own tracks is \$2 per car, which was put in to induce construction and maintenance of a modern and capacious elevator on its line in Council Bluffs, and a higher rate is charged by it on grain transferred to Council Bluffs for delivery to elevators or industries on other lines. The delivery of grain by defendant in Omaha or South Omaha is for industries or elevators on other lines, for which, under car-service rules, it must allow such other

lines \$2 per car per diem rental. The grain rates from the West to Omaha, South Omaha, and Council Bluffs are the same, while from the East the rates to Council Bluffs are less than to Omaha or South Omaha. The charge from Council Bluffs to Omaha and South Omaha is complained of as unjust and unreasonable. Upon all the circumstances and conditions; *Held*, That the complaint should be dismissed.

Texas Cement Plaster Company v. St. Louis & San Francisco Railroad Company et al. (12 I. C. C. Rep., 6S.)

The rate per 100 pounds on cement plaster, in carloads, from Quanah, Tex., to St. Louis, Mo., 728 miles, is 18 cents, and to Kansas City, Mo., 571 miles, it is 13 cents, while on cement plaster, in carloads, from Cement, Okla., to St. Louis, 602 miles, a rate of 10 cents, and to Kansas City, 445 miles, a rate of 8 cents is maintained. On complaint that these rates unlawfully discriminate against complainant's plaster shipped from Quanah, it appeared that the St. Louis & San Francisco Railroad Company made the rates from Cement to enable plaster from that point to compete with other plasters in the St. Louis and Kansas City markets, that the cost of transportation is not greater over the line from Quanah to Cement than from Cement to St. Louis, and that defendants would make the same profit if they hauled Quanah plaster at the same rate per ton per mile that is applied from Cement. The rate from Quanah is over the connected lines of defendants, but the St. Louis, San Francisco & Texas Railway Company is controlled by the St. Louis & San Francisco Railroad Company, and both are operated as one system; *Held*:

25. That a railroad company can not arbitrarily determine that a particular mill shall compete in a certain market with other localities and that other mills on its lines shall not so compete, particularly where the discrimination is not justified by operating conditions.
26. That the rates from Quanah to St. Louis and Kansas City are unlawful; that a rate per 100 pounds not exceeding $10\frac{1}{4}$ cents from Quanah to Kansas City and not exceeding 12 cents from Quanah to St. Louis should be maintained by defendants so long as the rates per 100 pounds to Kansas City and St. Louis from Cement are 8 and 12 cents, respectively, and that in case of change in said rates from Cement the rate from Quanah to Kansas City shall not be more than 128 per cent of the rate from Cement to Kansas City, and the rate from Quanah to St. Louis shall not be more than 120 per cent of the rate from Cement to St. Louis.
27. That complainant is entitled to recover from defendants the sum of \$121.55, with interest from August 28, 1906, as reparation for unjust and unreasonable charges on specified shipments made under the rates complained of in this case.

Johnston v. St. Louis & San Francisco Railroad Company et al. (12 I. C. C. Rep., 73.)

28. The Missouri, Kansas & Texas Railway and its connections meet the present rate of the Rock Island system on coal from the McAlester and Sans Bois fields, Ind. T., to Enid, Okla. T., the Rock Island being the short line, but it does not follow merely because of such competition by the Rock Island that the Missouri, Kansas & Texas line must meet that rate or any rate that the Rock Island may be required by law to make effective; nor does it follow that on coal shipped to Enid from the Lehigh and Henryetta fields, in Indian Territory, the rates must be 15 cents per ton less than those from the Sans Bois or McAlester districts, because under present rates and for competitive reasons that differential is now applied.
29. Rates per ton on coal, carloads, of \$2.10 for lump and \$1.40 for slack from the McAlester district, Ind. T., to Enid, Okla., 290 miles, via the Missouri, Kansas & Texas and Denver, Enid & Gulf roads, are not, upon the evidence, excessive or unreasonable.
30. Rates per ton on coal, carloads, of \$2.10 for lump and \$1.40 for slack from the Lehigh district, Ind. T., to Enid, Okla., 235 miles, over the Missouri, Kansas & Texas and Denver, Enid & Gulf roads, are not, upon the evidence, excessive or unreasonable.

31. Rates per ton on coal, carloads, of \$2.10 for lump and \$1.50 for slack from the Sans Bois district, Ind. T., to Enid, Okla., 225 miles average distance, over the Fort Smith & Western and Denver, Enid & Gulf roads are excessive and unreasonable, and should not exceed \$1.85 for lump and \$1.35 for slack. For reasons, stated reparation denied.
32. Rates per ton on coal, carloads, of \$1.95 for lump and \$1.50 for slack from the Henryetta district, Ind. T., to Enid, Okla., 180 miles, over the St. Louis & San Francisco road, are excessive and unreasonable, and should not exceed \$1.60 for lump and \$1.25 for slack. Action of said defendant in making effective March 31, 1907, rates of \$1.65 for lump and \$1.25 for slack noted. Complainant allowed thirty days to file statement of shipments under his claim for reparation, as to which claim case is reserved.

Van Camp Burial Vault Company v. Chicago, Indianapolis & Louisville Railway Company et al. (12 I. C. C. Rep., 79.)

33. Defendants classify cement burial vaults with iron burial vaults as second class freight, in less than carloads, and apply second class rates thereon, although the cement vault is about four times heavier and occupies but little more space in the car; in carload shipments the defendants classify cement vaults as fifth class and iron vaults as third class freight. The risk of breakage in the carriage of the cement vaults is insignificant; their value and the value of the materials used in their construction is much less than in the case of iron vaults; cement vaults are also made with unskilled labor, while iron vaults require skilled mechanics and a plant with machinery and tools; *Held*, That under such circumstances defendants should charge not to exceed third class rates on shipments from Indianapolis, Ind., the point from which complainant's shipments of cement vaults are consigned.

McRae Grocery Company et al. v. Southern Railway Company et al. (12 I. C. C. Rep., 83.)

34. This case having been settled through the readjustment of tariffs, showing considerable reductions in the rates complained of, and to the satisfaction of complainants, the complaint is dismissed.

In the matter of allowances to elevators by the Union Pacific Railroad Company. (12 I. C. C. Rep., 85.)

35. Elevation is defined as unloading grain from cars or grain-carrying vessels into a grain elevator and loading it out again after a period of not to exceed ten days; it does not include "treatment" or grading, cleaning, and clipping of grain, and retention in an elevator beyond ten days becomes storage and is not a part of the service of elevation as that word is used in the statute.
36. The law clearly recognizes elevation as a facility which the carrier may provide, and this authorizes the carrier to grant grain elevation at destination, or while the traffic is in transit, subject only to the restriction imposed by the act that elevation, like any other service offered by the carrier to shippers, must be open to all on equal and reasonable terms.
37. Since a carrier subject to the act to regulate commerce is entitled to provide elevation for grain shipments, such carrier may either construct and operate the elevator itself or furnish elevation by arrangement with the owner of an elevator, and the amount of compensation paid by the carrier to the owner of an elevator rendering the service is of no concern to shippers or to other carriers, unless it operates to affect the rates charged by the carrier upon the grain traffic or by some device a portion of the allowance is returned to shippers and thus becomes a rebate.
38. An allowance made to a shipper of grain who furnishes elevation service under an arrangement with a carrier, is a rebate and an unlawful discrimination when it involves a profit over and above the actual costs to such shipper of the service rendered. It is not a rebate when the allowance does not exceed the actual cost. The arrangement between the Union Pacific Railroad Company and the Peavey elevators at Council Bluffs and Kansas City is not in itself unlawful.

But the allowance of 1½ cents per 100 pounds paid by the railroad company to these elevators, controlled by the Peavey interests, who are large shippers of grain and own practically all the grain going into the elevators, is in excess of the actual cost of the service, and is a rebate, and therefore unlawful. *Ordered*, That such allowance be reduced and shall not exceed ¾ of a cent per 100 pounds.

In the matter of party rate tickets. (12 I. C. C. Rep., 95.)

39. Party rate tickets can not be limited to particular classes of persons, but must be open to the general public.

City Council of Atchison, Kans., v. Missouri Pacific Railway Company et al. (12 I. C. C. Rep., 111.)

40. Defendants grant certain allowances or free services in the elevation, transfer, mixing, cleaning, and other handling of grain at Kansas City, Mo., Argentine, Leavenworth, and Kansas City, Kans., which are withheld by them at Atchison, Kans., to which point they have established the same rates as those in force at said other cities; *Held*, That such practice is unlawful and that defendants should not furnish at Kansas City, Mo., Kansas City, Leavenworth, or Argentine, Kans., elevator allowances or other free services in connection with the elevation, transfer, mixing, cleaning, clipping, drying, weighing, storage, loading out or shipment of grain which are not at the same time granted or furnished in like or equivalent service or allowance to the same degree and extent at Atchison.

Preston & Davis v. Delaware, Lackawanna & Western Railroad Company. (12 I. C. C. Rep., 114.)

41. Defendant's regulation put in effect October 15, 1906, discontinuing the delivery at its Brooklyn terminal of petroleum oil in tank cars shipped to complainants, practically deprives complainants of opportunity to continue their business in competition with the Standard Oil Company and subjects complainants to unlawful prejudice and disadvantage. Defendant required to rescind the regulation and henceforth allow such delivery for complainants under reasonable rules and conditions as to the time and manner of unloading the cars.

Society of American Florists and Ornamental Horticulturists v. United States Express Company. (12 I. C. C. Rep., 120.)

42. Defendant's rates on cut flowers from certain points in New Jersey and Pennsylvania to New York City, prior to May 1, 1906, were graduated from 50 to 75 cents per 100 pounds, and on empty boxes returned from New York City to said points were graduated according to weight from 5 to 25 cents each; on said date the rates on cut flowers were increased to \$1 per 100 pounds, and the rates on empty boxes folded flat were graduated from 50 to 75 cents per 100 pounds, and on empty boxes not folded flat the rates were made \$1 per 100 pounds; *Held*, upon complaint that the advanced rates are excessive; that such rates are unreasonable, but that 60 cents per 100 pounds would be a reasonable rate upon cut flowers from the Chatham district, New Jersey, to New York City, and a similar increase of 10 cents above the rates existing on April 30, 1906, from the other points involved would be reasonable, and that the merchandise rate should apply on empty boxes not folded flat on the return trip.
43. Cost of service on a particular article is not conclusive as to the reasonableness of a rate thereon.
44. An added and unusual terminal expense arising out of the special delivery of a certain class of express traffic does not justify any greater increase in the rate than will cover such terminal expense.
45. An express company is entitled to charge a reasonable amount for the service which it gives, and this service being partly rendered by its own agents and employees and partly rendered by the railroad, it can not justify a rate by the mere production of its contracts made with the agents and the railroad, as an unreasonable rate can not be imposed upon the shipper by reason of contracts which an express company has made with its agents and the railroad.
46. The question of reparation to injured shippers because of such excessive express charges is held in abeyance.

Holcomb Hayes Company v. Illinois Central Railroad Company. (12 I. C. C. Rep., 128.)

47. Defendant admitted that the insertion of a certain rate in its tariffs, which applied to complainant's particular shipments of cross-ties from Hopkinsville, Ky., to points in Illinois, was the result of clerical error. Subsequently this rate was voluntarily reduced by defendant. Upon complaint defendant expressed willingness to pay to complainant the excess collected by reason of such error, if protected by order of this Commission; and thereupon the Commission, having substantiated the facts, ordered such special reparation; *Held*, upon the foregoing facts, that the formal complaint be dismissed.

Enterprise Manufacturing Company et al. v. Georgia Railroad Company et al. (12 I. C. C. Rep., 130.)

48. Defendants' rates on cotton goods and cotton waste from Georgia and South Carolina points to San Francisco and other Pacific coast terminal points are \$1.15 per 100 pounds, C. L., and \$1.65, L. C. L., on cotton goods, and \$1.12½ per 100, C. L., and \$1.61, L. C. L., on cotton waste; in 1896 the rates on cotton goods were \$1 per 100 pounds, C. L. and L. C. L., and on cotton waste 90 cents, C. L., and \$1, L. C. L.; the rates on cotton goods from New York and Boston to such Pacific coast points are \$1, C. L., and \$1.50, L. C. L., and on cotton waste \$1.10, C. L., and \$1.50, L. C. L. Upon complaint of unreasonableness of the rates from such southeastern points to the Pacific coast; *Held*, That upon the present record such rates are not unreasonable.
49. The fact that such rates from the Southeastern States are higher than those obtaining from the New England States does not in and of itself establish the unreasonableness of the higher rates, as the conditions existing at the two localities are dissimilar. The New England mills, which suffer by the competition of the more favorably situated southern mills from the standpoint of production, are entitled to such advantage in rates as they have from being situated at points closer to ports where cheap water competition has been established to the Pacific coast points of consumption.
50. The existence of a lower rate in the somewhat remote past does not necessarily prove anything of value in ascertaining the reasonableness of a rate existing to-day.

Tomlin-Harris Machine Company v. Louisville & Nashville Railroad Company et al. (12 I. C. C. Rep., 133.)

51. The rates on coal and pig iron from Birmingham, Ala., to Cordele, Ga., are \$1.70 per short ton and \$2.75 per long ton, respectively, and from Birmingham to Macon, Ga., are \$1.60 per short ton and \$1.65 per long ton, respectively, Cordele being a nearer point. Upon complaint that such rates to Cordele are unreasonable and unduly discriminatory; *Held*, upon the facts shown, that the coal rate is not unreasonable or discriminatory, but that the pig-iron rate is unjust and excessive. Defendants ordered to put in a rate of \$2.15 per long ton on pig iron from Birmingham to Cordele.

Hale-Halsell Grocery Company v. Missouri, Kansas & Texas Railway Company et al. (12 I. C. C. Rep., 136.)

52. Complainant alleged that defendants' rate on sugar in earloads from New Orleans, La., to McAlester, Ind. T., of 38 cents per 100 pounds, was unreasonable and unduly discriminatory because their rate on sugar from New Orleans to Muskogee, Ind. T., a farther distant point over the same line, was only 35 cents. Defendants having reduced their rate to McAlester to 35 cents, the Muskogee rate, the complaint is dismissed.

Willhoit v. Missouri Pacific Railway Company et al. (12 I. C. C. Rep., 137.)

53. Complainant alleged that rate on shipments of oil originating at Pittsburg, Pa., from East St. Louis, Ill., and St. Louis, Mo., to Joplin, Mo., is excessive and discriminatory as compared with rate from St. Louis to Joplin on shipments of oil originating at St. Louis. Upon request of complainant, one defendant suggesting probability of rate adjustment, complaint dismissed.

Wilhoit v. Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 138.)

54. To make distance the sole factor in determining a reasonable rate would introduce undue discrimination and create chaotic commercial conditions.

55. Defendant's rates on refined oil at the date of filing complaint from Erie, Kans., to Joplin, Mo., 69 miles, and to St. Louis, Mo., 400 miles, were 17 cents per 100 pounds; but later the rate from Erie to Joplin was reduced to 15 cents, which is the rate prevailing from other oil-shipping points in Kansas to Joplin. The rates to Joplin, St. Louis, and Kansas City from these producing points are apparently adjusted with a view to placing the shippers on an equitable basis and affording them equal opportunities in the markets. Complaint dismissed.

American Grass Twine Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company et al. (12 I. C. C. Rep., 141.)

56. Complainant made shipment of grass twine matting and rugs from St. Paul, Minn., to Boston, Mass., via Duluth, over defendants' lines, upon which it was charged a rate of 62 cents per 100 pounds; this rate was a combination of a rail rate of 23 cents to Duluth plus a lake and rail rate of 39 cents from Duluth to Boston; at the date of the shipment lake and rail joint through rates via Duluth were not effective, but a rate via Lake Michigan ports of 45 cents per 100 pounds and an all rail joint through rate of 49 cents were in force; *Held*, That under the special and peculiar circumstances disclosed upon the record the 62-cent rate on such shipment was unreasonable, and that the 45-cent rate in effect from St. Paul to Boston via Lake Michigan ports at the time of the shipment affords a reasonable basis for fixing the rate for the service rendered at the same amount.

57. Complainant awarded reparation for the difference between the 62-cent and the 45-cent rates on its shipment, to be paid by Chicago, St. Paul, Minneapolis & Omaha Railway Company and Mutual Transit Company, as having received the whole of such difference. As to other defendants, complaint dismissed.

Jones et al. v. St. Louis & San Francisco Railroad Company (12 I. C. C. Rep., 144.)

58. The obligation to provide station facilities at a given point along the line of a railroad may arise under the terms of the charter of a company or may be imposed by statute, and some authorities assert that the duty exists also at common law; but the Commission is not the proper forum to which to appeal for the enforcement either of a charter, statutory or common-law obligation, as it has no authority to issue the writ of mandamus, and possesses no common-law jurisdiction.

59. The contention that the Commission has power, under the act to regulate commerce, as amended June 29, 1906, to require a common carrier to locate or relocate and maintain a station at a given point is open to doubt; but, without deciding this question here, it is manifest that the Commission should not exercise such power unless all the facts and conditions clearly indicate that the interests of the general public in the locality involved are materially impaired by the lack of such facilities.

60. In the fall of 1905 defendant moved its station at Chase, Ind. T., 3½ miles west to a junction point with another carrier also called Chase. Old Chase has 3 stores, post-office, 2 churches, and 2 school-houses, and within a circle of 4 miles has a population of from 300 to 400. The passenger receipts of defendant at old Chase averaged about \$47 a month, and for a few months in 1904 and 1905 its freight receipts averaged, owing to cattle for grazing having been shipped there, about \$418 a month, but the cattle shipments have since ceased; in addition to this lack of business there, old Chase is located on lowlands subject to overflow by water; prepaid freight is now received and delivered at old Chase; defendant's passenger trains do not now stop at old Chase, but farmers can reach the station at new Chase as conveniently as they were able

to use the station at old Chase; upon complaint that such removal results in undue prejudice to the locality of old Chase; *Held*, That the record does not show that the interests of the general public have been materially impaired by the removal of the station to the new point, and that under the circumstances named complainants are not entitled to an order requiring defendant to re-erect and maintain a station at old Chase.

61. The defendant having the lawful right in the public interest as well as in its own interest, to move its station to the new point, it can not be held liable for damages alleged to have been sustained as a consequence of such action.

National Petroleum Association *v.* Pennsylvania Railroad Company et al. (12 I. C. C. Rep., 151.)

62. Complainant alleged that rates on petroleum and its products from certain points in Pennsylvania and Ohio to Pacific coast terminals are unreasonable and discriminatory, and that the charge of \$105 each for the return of empty cylinder oil cars from Pacific coast terminals to Missouri River points should be abrogated. After answers were filed and case assigned for hearing defendants made considerable reduction in the rates and abrogated the empty-car charge. Upon request of complainant, complaint dismissed without prejudice.

National Petroleum Association *v.* Pennsylvania Railroad Company et al. (12 I. C. C. Rep., 153.)

63. Complainant alleged that the through rate on petroleum and its products over defendants' lines from Oil City, Pa., to Freeport, Ill., via Chicago, was 25½ cents per 100 pounds, whereas the combination rate on Chicago was only 23 cents. Defendants in their answers signified willingness to reduce the rate to 23 cents and subsequently put this rate in effect. Upon request of complainant, after case had been assigned for hearing, complaint dismissed without prejudice.

Kalamazoo Tank & Silo Company *v.* Michigan Central Railroad Company et al. (12 I. C. C. Rep., 154.)

64. Complainant shipped 1 carload of silos, knocked down, from Kalamazoo, Mich., to Elkhorn, Wis., via Chicago, over defendants' lines, upon which it was charged a joint through rate of 28 cents per 100 pounds, whereas at the same time defendants' combination rate on Chicago between said points on said commodity was only 17 cents; similar improper adjustment in rates between points not given were alleged. After the case was at issue defendants reduced their joint through rate from Kalamazoo to Elkhorn to 16 cents per 100 pounds, and at the hearing they conceded that the 28-cent rate was excessive to the extent of a difference between that rate and 17 cents, and agreed that improper adjustment in rates between said other points should be corrected; *Held*, That complainant should be awarded reparation on the specific shipment on the basis of such difference in rates, and that as to other matters mentioned in the case the complaint be dismissed.

Manufacturers' Club of Terre Haute *v.* Louisville & Nashville Railroad Company et al. (12 I. C. C. Rep., 156.)

65. Complaint alleged that rates on coke from Kentucky and Virginia ovens to Terre Haute, Ind., were unreasonable as compared with rates on coke from said points of origin to Chicago and other specified points, but after the complaint was filed defendants made the rates to Terre Haute the same as those to Chicago. Upon complainant's motion, complaint dismissed.

Miller Brothers *v.* Atchison, Topeka & Santa Fe Railway Company. (12 I. C. C. Rep., 157.)

66. Complaint alleged that rates on hogs and cattle from Bliss, Okla., to Kansas City and St. Joseph, Mo., were unreasonable. Upon request of complainants and showing of satisfactory rate adjustment, complaint dismissed.

Wilhoit v. Missouri, Kansas & Texas Railway Company et al. (12 I. C. C. Rep., 158.)

67. Complaint alleged that the rate on refined oil from Erie, Kans., to Springfield, Mo., was unreasonable of itself and also as compared with the rate on such commodity from Erie, Kans., to St. Louis, Mo., and from Neodesha, Kans., to Springfield, Mo.; but after the hearing defendants made the rate from Erie to Springfield the same as the rate from Neodesha to Springfield and from Erie to St. Louis. The relief demanded by complainant having been conceded, the complaint is dismissed.

De Cou v. Pennsylvania Railroad Company et al. (12 I. C. C. Rep., 160.)

68. The present difference in through rates per 100 pounds on grain, flour, and feed, carloads, from Chicago and other western points to Mount Holly and Pemberton, N. J., is 5 cents, Mount Holly taking the rate to New York, and Pemberton, 6 miles east, the New York rate plus 5 cents. Prior to February, 1903, the Mount Holly rate was the New York rate plus 3 cents, and for a long period the differential against Pemberton in favor of Mount Holly was 2 cents. The Mount Holly rate was reduced on account of developed water competition. Under the 5-cent differential complainant could save about $2\frac{1}{2}$ cents per 100 pounds by shipping to Mount Holly and teaming to Pemberton. Since the hearing the Pennsylvania Railroad Company has put in a tariff naming a reconsignment charge on the traffic of $2\frac{1}{2}$ cents (50 cents per ton) from Mount Holly to Pemberton; *Held*, That the present through rate to Pemberton as compared with the rate to Mount Holly is excessive and subjects complainant and Pemberton itself to unreasonable prejudice and disadvantage; that the through rate to Pemberton should not exceed the New York rate plus 2 cents per 100 pounds, and should not be at any time more than 2 cents above the rate to Mount Holly.

In the matter of through routes and through rates. (12 I. C. C. Rep., 163.)

69. Where a through route has been formed the rate charged is a through rate, and the shipment will move upon the rate existing at the time it is billed by the initial carrier.
70. A through route is a continuous line of railway formed by an arrangement, express or implied, between connecting carriers. It must have a rate for every service it offers; and as the route is a new unit—one line formed of two or more connecting lines—so its rate for every service is a unit, even though it be divided between the several carriers arranging themselves into the through route.
71. Existence of a through route is to be determined by the incidents and circumstances of the shipment, such as the billing, the transfer from one carrier to another, the collection and division of transportation charges, or the use of a proportional rate to or from junction points or basing points. These incidents named are not to be regarded as exclusive of others which may tend to establish a carrier's course of business with respect to through shipments.
72. Where through billing is given by the originating carrier and is recognized by all connecting carriers to destination, there is in existence a through route over which a through rate applies, which through rate is ascertainable from the tariffs of the participating carriers at the date of shipment; and when such rate is made up of the sum of the locals, the locals apply as of the date of shipment. Any increase in the through rate so made after the date of the shipment, or any decrease therein, is not applicable to such through shipments.
73. Tariffs can not be given a retroactive effect; they can not be made to apply to conditions other than those existing upon the date when such tariffs became effective. A combination through rate is as binding, definite, and absolute as a joint through rate, and all of the conditions, regulations, and privileges obtaining as to any factor in such combination rate for through shipment at the time of initial shipment upon such combination through rate must be adhered to and can not be varied as to that shipment during the period of such shipment to its final destination. A local or proportional rate "in" can not be absorbed, diminished, or affected by any "out" rate not in effect at the time when the traffic moved upon such local or proportional rate.

Board of Trade of Kansas City, Mo., v. Chicago Burlington & Quincy Railway Company et al. (12 I. C. C. Rep., 173.)

74. On complaint that defendants' reconsigning charge of \$2 per car on grain shipped to Kansas City, and from Kansas City to other markets, is unreasonable and unjust, as compared with reconsigning practices at St. Louis, Minneapolis, and Chicago, it appeared that the cars are held by the carriers bringing grain into Kansas City on their "hold tracks" for inspection, sale, and reconsignment order, with forty-eight hours free time before demurrage accrues; that this involves additional service, labor, and expense to the carriers and is a valuable privilege to Kansas City dealers, involving also withholding cars from other shipments for the time so detained; that this charge is absorbed by the carrier when reconsigned over its own line, and by other carriers when reconsigned over their lines, when the destination is a competitive point with another line from Kansas City, except by the defendant, the Chicago, Rock Island & Pacific Railway Company, which makes no distinction as between competitive and noncompetitive destinations; that when the grain is milled or consumed in Kansas City the billing is used by shippers to claim absorption of the charge on some other car that does go forward from Kansas City; that any reconsignment charge not absorbed by the carrier is charged back, by the Kansas City dealer, against the country shipper of the grain; that some roads do make a reconsignment charge at St. Louis and Chicago, and that at Minneapolis a charge of \$2 per car, called a "running through charge," is assessed when a car is set at an elevator or a mill and is ordered to another destination without being unloaded. Upon the whole record; *Held*, That the reconsignment privilege is apparently wholly in the interest of the grain dealers and of Kansas City as a market, and that the reconsignment charge of \$2 per car as applied by defendants is not excessive, unjust, or discriminatory.

J. J. Waxelbaum & Company v. Atlantic Coast Line Railroad Company et al. (12 I. C. C. Rep., 178.)

75. Under the act to regulate commerce as amended, carriers subject to its provisions may not lawfully refuse transportation as therein defined, but they must upon reasonable request afford the same upon established rates filed and kept posted as required by law.
76. The jurisdiction of the Commission and the purposes of the law can not be defeated by the omission or failure of carriers to include in their schedules and to keep posted and open to public inspection the rates, fares, and charges for the entire service, both transportation proper and refrigeration, which under the law they are bound to provide.
77. The defendants' charges for the transportation of peaches from Macon and Atlanta, Ga., to Philadelphia, New York, Washington and Baltimore, including both the charge for carriage and the charge for refrigeration, having been complained of as unreasonable and unjust, after full hearing; *Held*, That defendants' rates per 100 pounds for the transportation of peaches, other than refrigeration, from Macon and Atlanta, to wit: 81 cents to Philadelphia and New York and 78 cents to Baltimore and Washington, and their refrigeration charge of 12½ cents per crate of 42 pounds, minimum carload 550 crates, between such points, are unreasonable and unjust, and that defendants' practices in using one minimum carload requirement for transportation service other than refrigeration and a different minimum carload for refrigeration service is also unreasonable and unjust; *Held, further*, That the rate for transportation other than refrigeration to Philadelphia and New York on carload shipments should not exceed 76 cents per 100 pounds and to Baltimore and Washington 73 cents per 100 pounds, such rates to apply on a carload minimum of 20,000 pounds for 36-foot cars and 22,500 pounds for 40-foot cars, and that the refrigeration charge on such shipments should not exceed 11 cents per crate of 42 pounds and apply on a carload minimum of 476 crates for 36-foot cars and 535 crates for 40-foot cars; *Held, further*, That defendants' demurrage charge of \$5 per day for detention of refrigerator cars by

shippers, after expiration of twenty-four hours free time, and defendants' present rates on less than carload shipments, are not shown upon the record to be unreasonable or unjust.

Producers' Pipe Line Company *v.* St. Louis, Iron Mountain & Southern Railway Company et al. (12 I. C. C. Rep., 186.)

78. In formal proceedings before the Commission, complaints must be prosecuted with reasonable diligence, and the Commission particularly insists that when a case has been formally assigned for hearing on a day certain, the parties shall appear and present such evidence as they may wish to offer in support of their contentions, or, in advance of the date set, request postponement on stated grounds, showing good and sufficient cause for delay.

79. Complainant having abandoned the case, complaint dismissed for want of prosecution.

Johnston-Larimer Dry Goods Company *v.* Atchison, Topeka & Santa Fe Railway Company et al. (12 I. C. C. Rep., 188.)

80. Defendants' motion for rehearing in this proceeding is denied.

Payne *v.* Atchison, Topeka & Santa Fe Railway Company. (12 I. C. C. Rep., 190.)

81. Complaint alleged that defendant's carload rate on apples from Kansas City, Mo., to El Paso, Tex., was unreasonable in that an arbitrary weight greater than the actual weight was imposed, but subsequently defendant amended its tariff so as to make it apply to only actual weight on such apples. Complaint dismissed.

Hope Lumber Company *v.* Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 191.)

82. Defendant charged a rate of \$1.05 per ton on coal in carloads from Mineral, Kans., to Freeman, Mo., while it had in force a rate of 80 cents per ton from Mineral, Kans., to Harrisonville, Mo., a longer distance point by its line. At the hearing it was agreed that defendant should make the 80-cent rate effective to Freeman and that complainant should withdraw its claim for reparation. Order entered accordingly.

Barden & Swarthout *v.* Lehigh Valley Railroad Company. (12 I. C. C. Rep., 193.)

83. Complainants petition the Commission to require defendant to provide a switch connection to a proposed industrial siding on complainants' property in the city of Geneva, N. Y. A verbal understanding was had between complainants and defendant in 1904 for the construction of said siding and switch. Complainants refused to sign an agreement containing a stipulation that coal business should never be carried on in connection with the siding and switch, and defendant refused to make the switch connection. Complainants brought suit in court, proper service was not had, and case was abandoned. After the act to regulate commerce was amended, complaint was filed with the Commission praying for an order for switch connection and for reparation on account of estimated business losses; *Held*, That the Commission does not recognize the right of a carrier to dictate as to the business which will be conducted from and along a siding which is connected with its lines, excepting so far as may be reasonable with regard to commodities, the transportation and storage of which is attended by much risk and danger to life and property. It is also *Held*, That prior to the enactment of the amendments to the act to regulate commerce, which were approved June 29, 1906, this Commission was not empowered to order such switch connection; that amendment, approved June 29, 1906, specifically requires complainants to make written application upon the carrier for the desired switch connection; that in order for the Commission to have jurisdiction of the question it is necessary that such written application be made subsequent to the date upon which said amendment became effective. No such application has been made in this case since 1904, and the case is therefore dismissed because of lack of jurisdiction.

Walker v. Baltimore & Ohio Railroad Company et al. (12 I. C. C. Rep., 196.)

84. Defendants operate, for the convenience of suburbanites, a "parcels express" from Philadelphia, Pa., to certain points upon the Baltimore & Ohio Railroad, whereby packages of not more than 50 pounds can be sent to such points by affixing a stamp, the charge for which varies according to weight. Complainant, an occasional but not a regular patron of the road, complained in September last that he was denied, prior to August 28, 1906, such privilege, upon the ground that he was not a patron of the road. Persons to whom complainant sent packages were also occasional passengers on this road. Since August 28 the privilege has been extended to complainant and the public generally, but defendants insist that it is their right to restrict the privilege to the patrons of the road, for whose benefit it is intended; *Held*, Upon the facts existing previous to amended act, that the complaint was well founded, because to apply to complainant a particular rule not applied to the general public is clearly an unjust discrimination; but that defendants were not in violation of law when complaint was filed and hearing had.
85. The defendant railroad company transports packages of a certain kind free only when they belong to commuters or to a person who is a passenger upon the train. No opinion is expressed upon the lawfulness of this practice, nor as to whether such defendant might, as a part of the contract of sale of a commutation ticket, provide that the privileges of this parcels express should be extended to the holder of such ticket or that the purchase of a ticket to one of these stations should carry with it the right to purchase and use a certain number of these stamps.
86. The defendant express company is a common carrier engaged in the transportation of packages like those carried by the parcels express between the same points, and it is the duty of that defendant to establish for the benefit of the public an adequate service at a reasonable compensation. Whether the amount of these stamps would afford such compensation is not now considered.

Rau v. Pennsylvania Railroad Company et al. (12 I. C. C. Rep., 199.)

87. The complainant ships bags from Newark, N. J., to Stanley, Luray, and Greenville, Va., over the Pennsylvania, Cumberland Valley, and Norfolk & Western roads, in less than carloads, which are used in carload shipments of ground bark from such Virginia points to Newark and other points in that vicinity, and upon the bag shipments from Newark a rate of 38 cents per 100 pounds is charged, while on complainant's competitors' shipments of bags from Newark to Barboursville and Charlottesville, Va., via the Pennsylvania and Southern roads a rate of 22 cents is in force, such difference in rates resulting from the use of different freight classifications. Upon consideration of all the facts and circumstances: The Commission holds that the rate on bags, less than carloads, from Newark to Stanley, Luray, and Greenville should not exceed 22 cents per 100 pounds.

Nield v. Chicago, St. Paul, Minneapolis & Omaha Railway Company. (12 I. C. C. Rep., 202.)

88. Complainant sought an order compelling defendant to install a side track from its lines at Sioux Falls, S. Dak., to complainant's nearby coal sheds. It appearing at the hearing that defendant is willing to install such side track upon payment of actual cost thereof and agreement by complainant that the side track may be removed when a proposed new station building is undertaken, no order will now be made, but the case is retained awaiting action of the parties.

New York Team Owners' Association v. Southern Pacific Company. (12 I. C. C. Rep., 204.)

89. Defendant employs a particular trucking firm to transport through shipments via its line from railroad depots in and about New York City to its pier No. 25, in New York, and gives preference at such pier to the through traffic transferred by such trucking firm over traffic originating in New York and vicinity brought to the pier by other trucking firms. The pier is inadequate for the business of defendant, and congestion and delay result. The pier is not closed at

night until all waiting trucks are unloaded, and it is soon to be considerably enlarged. No instance of injury resulting to shippers or their traffic and no discrimination amounting to exclusion from the pier were shown; *Held*, That such preference does not operate unduly or unreasonably against other truck owners, members of the complaining association.

Amarillo Gas Company v. Atchison, Topeka & Santa Fe Railway Company et al. (12 I. C. C. Rep., 209.)

90. Complainant alleged that the rates on crude petroleum and fuel oils of 39 cents and 49 cents per 100 pounds from Indian Territory and Kansas points, respectively, to Amarillo, Tex., were unreasonable; but before hearing defendants agreed to put in force a rate of 19 cents per 100 pounds upon the said commodities from certain points in Kansas and Indian Territory to Amarillo. Upon request of complainant, complaint dismissed.

Shiel & Company v. Illinois Central Railroad Company et al. (12 I. C. C. Rep., 210.)

91. The privilege of stopping hogs in transit shipped from western points to the east in order that they may be sorted and reconsigned under the through rate from point of origin can not be enforced against carriers in favor of any single point or shipper in the absence of lawfully established tariffs making such privilege open to the public at large.
92. To whatever extent long previous existence of lower rates in actual use may justify an inference or presumption that they are sufficiently high, the mere publication of such rates, under which there has been no appreciable movement of traffic, is not conclusive proof that they are reasonably remunerative to the carriers.
93. All privileges accorded on shipments in transit and which affect the value of the service performed must be published in the tariffs, and reparation based on breach of contract for a privilege which was not mentioned in the tariffs must be denied the shipper because its allowance without publication was in violation of law.
94. The facts, circumstances, and conditions bearing upon the question of the reasonableness of the rates in issue have not been sufficiently developed to afford a proper basis for satisfactorily determining that question. Complaint dismissed.

Stowe-Fuller Company v. Pennsylvania Company et al. (12 I. C. C. Rep., 215.)

95. Complaint in this case was directed solely against present differences in defendants' rates on fire, building, and paving brick from Empire, Strasburg, and other points in Ohio to New York City and other eastern destinations, but no attack was made upon the reasonableness of the rates on either kind of brick except as involved in the claim that any difference in the rates for the different kinds is unlawful; *Held*, Upon the facts and circumstances of the case, that no such distinction between these three classes of brick, which are made of the same material, come out of the same kiln, are nearly alike in color, and are of the same size and weight, exists as justifies a difference in rates. To hold otherwise would be to promote false billing by the shippers and to require carriers to make a practically impossible examination into the use to which each shipment of these brick was put.
96. Classification must be based upon a real distinction from a transportation standpoint. Aside from the difficulty in learning what use the brick were to be put to upon reaching their destination, the Commission can not regard a classification as scientific, or a difference in rates as well based, which is altogether founded upon a distinction that has no transportation significance. Such a differentiation, if permitted and extended throughout the various classes of freight, would lead to an almost endless multiplication of rates, which could find no excuse save the use which might be made of the article transported.

Desel-Boettcher Company v. Kansas City Southern Railway Company et al. (12 I. C. C. Rep., 220.)

97. For the purpose of naming rates to various points in Texas, stations upon the Kansas City Southern Railway are grouped in territories

as follows: Coming south from Kansas City all stations up to, but not including Siloam Springs, are in Kansas City territory, while Siloam Springs and stations for a certain distance south are embraced in Little Rock territory. Defendants transferred Siloam Springs from Little Rock territory into Kansas City territory. Complainant alleged that this change, resulting in an advance of the rates on green apples in carloads from 49 cents to 58 cents per 100 pounds from Siloam Springs to Houston, Tex., was unwarranted. The group rates must of necessity result in a certain amount of discrimination, but they should produce as little discrimination as possible. Upon the facts of this case, the change of Siloam Springs from the Little Rock group to the Kansas City group did not result in undue discrimination.

Dallas Freight Bureau *v.* Gulf, Colorado & Santa Fe Railway Company et al. (12 I. C. C. Rep., 223.)

98. It appears that the rates to Dallas, Tex., from certain mines on defendants' lines in Indian Territory and southern Arkansas have lately been increased from \$1.25 to \$1.50 per ton on slack coal and from \$1.85 to \$2.10 per ton on mine-run coal. Upon complaint that the present rates on such coal are unreasonable and request that the lower rates be restored; *Held*, That under all the circumstances disclosed by the record and following former decisions of this Commission on the reasonableness of coal rates of these defendants in adjacent territory, the rates from the mines that now take the \$2.10 and \$1.50 rates to Dallas should not for the future exceed \$1.90 on mine-run and lump and \$1.40 on slack coal. As to the mines that now take rates of \$1.85 and \$1.25 to Dallas, there should be some corresponding reduction, but as to these mines no order is now made.

99. While the revenue per ton per mile over other routes on other lines and to other destinations is often suggestive in arriving at a proper estimate of the reasonableness of a rate over a route complained of, it is by no means conclusive. Varying conditions existing on different lines must of necessity justify differences in rates for hauls of the same distance. The real question in any such complaint is the reasonableness of a particular rate on the particular line between the particular points in question. In testing such a rate the rates on the same or adjacent lines in the immediate territory where the same conditions exist are of much greater significance and afford a much more accurate basis for the Commission's action.

100. No claim for reparation was made in the complaint in this case and no testimony was taken to such issue, but after the case had been heard and taken under advisement reparation was asked informally; *Held*, That under such facts the Commission declines to entertain the claim for reparation in connection with the rates complained of. The Commission is not disposed to try complaints by piecemeal; nor is it proper, unless some reasonable ground for it be shown or the Commission has so ordered, to bring forward a claim for reparation after a complaint has been heard and taken under advisement.

Southern Grocery Company et al. *v.* Georgia Northern Railway Company, of Georgia et al. (12 I. C. C. Rep., 229.)

101. Complaint alleged that defendants' rates, which are higher from Louisville, Cincinnati, Memphis, and Nashville to Moultrie, Ga., than from the same points of origin to Tifton, Valdosta, Quitman, Thomasville, and Fitzgerald, Ga., are unreasonable and unjustly discriminatory; *Held*, Upon the record made in this case, that the circumstances and conditions surrounding the transportation of freight by defendants from such points of origin to Moultrie are not substantially dissimilar from those surrounding the transportation from such points of origin to said other near-by Georgia points, and that the practice of charging such higher rates to Moultrie is unjustly discriminatory, unreasonable, and unlawful; and, *Held, further*, that the just and reasonable practice would be to charge for such transportation to Moultrie the same rates from such points of origin as are charged therefrom to Tifton, Valdosta, Quitman, Thomasville, and Fitzgerald.

Railroad Commission of Arkansas *v.* St. Louis & North Arkansas Railroad Company. (12 I. C. C. Rep., 233.)

102. The defendant road being unfinished, without through connections, not extravagantly managed, under the necessity of making extensions required by public authority and the need of equipment and extension, and not earning sufficient to more than meet its operating expenses, and fixed charges not having been shown to be excessive, should not, in the judgment of the Commission, under all the circumstances at this time, be required to transport interstate passengers at the same rates per mile as are finished, well-equipped, and prosperous roads.

China & Japan Trading Company et al. *v.* Georgia Railroad Company et al. (12 I. C. C. Rep., 236.)

103. Defendants' rates on cotton piece goods from New England mills through Pacific coast points to the Orient is \$11.25 for 40 cubic feet of measured space, equivalent to about 85 cents per 100 pounds; their rates on the same article from southern mills over the same route is \$1.25 per hundred pounds; *Held*, Upon complaint that this adjustment is unreasonable in itself and also discriminates against southern mills in favor of New England mills, that the complaint is not sustained. *Enterprise Manufacturing Company v. Georgia R. R. Co. et al.*, 12 I. C. C. Rep., 130, cited and approved.

104. The evidence of complainants strongly tended to show that an illegal agreement to advance rates on cotton piece goods was entered into by transcontinental lines and that the advanced rates were put in in consequence of that agreement; but it is not necessary to pass upon that question, because if it were answered in favor of complainant the Commission should still be of the opinion that this would afford no ground for either reducing the rate from southern mills or awarding reparation. The mere fact that the advance was the product of an unlawful combination will not justify the Commission in setting aside such rate if the Commission is of the opinion that such rate is not unreasonably high. *Tift v. Southern Ry. Co. et al.*, 10 I. C. C. Rep., 548, and other decisions of the Commission cited and followed.

Nobles Brothers Grocer Company et al. *v.* Fort Worth & Denver City Railway Company et al. (12 I. C. C. Rep., 242.)

105. Original complaint herein was mainly directed to the claim that Amarillo, Tex., should be made a Texas common point, but one paragraph alleged unreasonable rates from points without the State of Texas to Amarillo, and complainants attempted to show upon the hearing under this paragraph that certain specific rates were too high; *Held*, That the complaint should have explicitly directed attention of defendants to the rates which were to be put in issue and passed upon by the Commission, and that therefore the testimony offered was inadmissible. Complainants allowed to amend complaint and defendants given opportunity to introduce further testimony upon the issues thus made.

106. Competition between carriers from producing points in the Middle West and the Atlantic Seaboard over the right to serve different portions of the State of Texas was finally adjusted by making the rates to all parts of the common-point territory the same, with a few exceptions; but Amarillo, situated in the Pan Handle of Texas, 142 miles north and west of Quanah, the last common-point station of one of the defendants, does not properly fall within the competitive lines, and therefore complainants' contention that Amarillo should be placed in Texas common-point territory should not be sustained.

107. It appears in this case that a certain defined territory in the northern part of Texas, commonly known as the Burnt District, takes from Kansas City and other Missouri River points lower rates than are made to the balance of the state, in recognition of greater proximity to these Texas points; the class rates from Kansas City to Fort Worth, representative of the Burnt District, are higher than from

Kansas City to Amarillo, though Amarillo is less than the average distance to the Burnt District; and that the Santa Fe System is rebuilding its road to Amarillo, which will soon be situated upon its main line; *Held*, That the present class rates from Kansas City to Amarillo are unreasonable and unjust and that the commodity rates between said points should not exceed those from Kansas City to Fort Worth,* but that the class rates from St. Louis to Amarillo may properly be higher than from St. Louis to Fort Worth.

Edwards v. Nashville, Chattanooga & St. Louis Railway Company. (12 I. C. C. Rep., 247.)

108. Carriers may not discriminate between white and colored passengers paying the same fare in the accommodations which they furnish to each.
109. Segregation of white and colored passengers on interstate journeys is a reasonable regulation of interstate traffic and permissible under the act to regulate commerce.
110. Where a carrier provides facilities for personal cleanliness in first class coaches devoted to the use of white passengers, and a separate smoking compartment for the use of such passengers also, similar accommodations should be provided for colored passengers paying first class fare.

Omaha Cooperage Company v. Nashville, Chattanooga & St. Louis Railway Company et al. (12 I. C. C. Rep., 250.)

111. Complaint alleges that the rates of the Nashville, Chattanooga & St. Louis and Illinois Central roads on oak staves and headings from Hollow Rock and other Tennessee points of origin to East St. Louis when destined to South Omaha, Nebr., are unreasonable when compared with the rates on such commodities over said roads from the same points of origin to East St. Louis when destined for Alexandria, Mo., or Keokuk, Iowa. The South Omaha rate is a combination of the 14-cent rate of the N., C. & St. L. and Ill. Central plus the "local" rate of 10 cents of the C., B. & Q., whereas the Keokuk or Alexandria rate is a joint rate of 19 cents, 14 cents to the two first carriers and 5 cents to the C., B. & Q. Complainant made no complaint against the C., B. & Q. rate. It appears that some years ago the division gave the C., B. & Q. its full "local" from East St. Louis to Keokuk or Alexandria, and the two eastern carriers 2 cents less than their joint rate to East St. Louis; but the division as now made gives these two roads the same earnings on cooperage products carried from Tennessee points to East St. Louis, whether destined to South Omaha, Alexandria, or Keokuk. Complaint dismissed.

Sioux City Commercial Club v. Chicago, Milwaukee & St. Paul Railway Company et al. (12 I. C. C. Rep., 253.)

112. Complaint in this case brought in question the reasonableness of defendants' rates from Chicago to Sioux City, in themselves, and as compared with rates from Chicago to Sioux Falls; upon motion of complainant for dismissal of complaint, on the ground that defendants had given notice of compliance with prayer of complaint, so far as same refers to the relation of rates from Chicago to Sioux City and Sioux Falls. Complaint dismissed.

City Council of Atchison, Kans., v. Missouri Pacific Railway Company et al. (12 I. C. C. Rep., 254.)

113. Defendants' motion for rehearing in this proceeding is denied.

Howard Mills Company v. Missouri Pacific Railway Company et al. (12 I. C. C. Rep., 258.)

114. Complainant alleged that the defendants unduly discriminated against Kansas millers in favor of California millers by exacting rates for the transportation of flour which were 10 cents greater per 100 pounds than the rates contemporaneously exacted by them for the transportation of wheat from Wichita and other shipping points in Kansas to points in California known as "Pacific coast terminals," and also by exacting rates for the transportation of flour which were 35 cents per 100 pounds greater than the rates contemporaneously exacted by them for the transportation of wheat from said shipping

points to Phoenix, Ariz.; *Held*, That under the circumstances and conditions disclosed by the record in this case, and following decisions of this Commission in other similar cases, the flour rates between said shipping and destination points should not exceed the wheat rates between such points by more than 7 cents per 100 pounds.

115. There is no inflexible requirement that rates upon grain and the products of the grain should be, under all circumstances, the same, but rather that carriers may, in just regard for their own interest or to meet special conditions, vary those rates within narrow limits. When once the relation has been established, business developed, and money expended upon the strength of it, then the carrier can not, in the absence of some sufficient reason, change that relation; nor would this Commission direct a change.

Hope Cotton Oil Company v. Texas & Pacific Railway Company et al. (12 I. C. C. Rep., 265.)

116. Complaint alleged that the defendants' joint through rate of 67 cents per 100 pounds on cotton seed, in carloads, from points north of Shreveport, in Louisiana, on the T. & P. Ry. *via* Texarkana to Hope, Ark., on the St. L., I. M. & S. Ry., is unreasonable and unduly discriminatory, and that a just and reasonable rate would be a through rate equal to the sum of the present local rates in and out of Texarkana, which is $17\frac{1}{2}$ cents per 100 pounds. After complaint was filed, defendants put in effect between the points of origin in Louisiana and Hope a joint through rate of 30 cents per 100 pounds on cotton seed in carloads, with a minimum weight of 30,000 pounds per car; *Held*, upon the record, that the present through rate of 30 cents is unreasonable and that it should not exceed $17\frac{1}{2}$ cents, the sum of the locals, with a minimum carload weight of 30,000 pounds.

117. While a rate fixed by a state statute or a state commission is naturally and properly entitled to respectful consideration, it has no greater sanctity, as applied to interstate traffic, than a rate established by a railroad company, and this Commission would not hesitate, upon proper evidence that a rate so established would be unjust either to a carrier or to a shipper, to refuse to accept it as a basis for fixing an interstate rate.

McRae Terminal Railway v. Southern Railway Company et al. (12 I. C. C. Rep., 270.)

118. Complainant, owning a railroad, about 1 mile long, from a point near the Southern Railway, in McRae, Ga., to a point near the Seaboard Air Line, alleges that such railways decline to make with it physical connection at its termini; *Held*, upon the facts and circumstances of the case, that as such connections are practicable, can be made without hazard to the public, and the complainant's prospective business is sufficient to justify the connections, defendants should give complainant the physical connections asked for, but they should be made at the expense of complainant. Definite order withheld pending action of defendants and taking of further testimony.

119. The Supreme Court of the United States held in *Wisconsin, Minnesota & Pacific Railway Company v. Jacobson* (179 U. S., 287), that an order of the state commission of Minnesota directing a physical connection between two railroads of that State in pursuance of a statute of the State was a valid exercise of authority, and this Commission sees no reason why Congress may not, as it has done, exercise the same authority over a railway handling interstate traffic which the State can exercise with respect to State traffic.

In the matter of consolidations and combinations of carriers, relations between such carriers, and community of interests therein, their rates, facilities, and practices. (12 I. C. C. Rep., 277.)

120. Conclusions and recommendations of the Commission in the above-entitled proceeding.

White & Company v. Baltimore & Ohio Southwestern Railroad Company et al. (12 I. C. C. Rep., 306.)

121. The Commission has recognized the right of carriers, in order to facilitate the movement of business, to fix an estimated weight upon

certain standard packages upon which a rate is based. This estimated weight is taken into consideration in the making of the rate itself, and of such estimated weights shippers have the right to complain before this Commission and secure relief; but the facts in this case do not justify a holding that the estimated weight complained of was a violation of the act. Claim for reparation denied.

122. Complaint alleged that defendants' carload rate on apples from certain points in Illinois to New York City was unreasonable in that an arbitrary weight greater than the actual weight was imposed, but subsequently defendants amended their tariffs so as to make them apply to only actual weight on such apples. Complaint dismissed.

Rogers & Company v. Philadelphia & Reading Railway Company. (12 I. C. C. Rep., 308.)

In July, 1906, defendant issued a special embargo on complainant's shipments of hay and straw destined to its Twenty-third and Arch streets station in Philadelphia; *Held*, upon the facts of the case:

123. That such embargo constituted an unlawful discrimination against complainant. Whatever may be said of an embargo against one commodity only in a time of congestion, nothing can be said for an embargo which refuses transportation facilities to some establishments while according such facilities to their competitors. If the exercise of such a power were to be at all tolerated, carriers would be able to issue sentence of commercial death against some of their patrons, while continuing to serve others.
124. That this Commission has jurisdiction to forbid such discrimination and to award reparation for the detriment directly and proximately resulting from it, but as the record in the case fails to show that the shipments made during the embargo period were interstate, no order of reparation will be entered until after proper showing that said shipments were interstate.
125. That complainant's claim for reparation for general injury to its business is not sustained by the testimony.

Muskogee Commercial Club et al. v. Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 312.)

126. The question of compression of cotton in transit is not one with which a railroad may deal entirely as it sees fit and without respect to the effect which its practices have upon the transportation of cotton. Either the carrier must publish a rate upon uncompressed cotton and another rate upon compressed cotton and divorce itself entirely from the matter of compression, or else such compression as is given by the railroad becomes subject to the jurisdiction of this Commission.
127. Where a railroad company declares a policy which allows compression of cotton in transit at the nearest point it can not vary that rule so as to give certain shippers the opportunity to avoid it and thereby receive an advantage which is not given to shippers generally.
128. It appears that defendant's rule for compression of cotton in transit allows uncompressed cotton, on demand of shippers, to be taken out of Muskogee, Ind. T., and points north, including the Tulsa division, for compression at South McAlester, Ind. T., but does not allow uncompressed cotton to be taken out of or through South McAlester for compression at Muskogee. A large portion of the cotton grown in the territory tributary to Muskogee is sold in the east, and is always compressed before being loaded for the long haul. Under the practice of compressing at South McAlester uncompressed cotton originating at Muskogee and points north is hauled by defendant to South McAlester, unloaded at that compress, compressed, reloaded, and then hauled back over the same line of railroad, passing again through Muskogee to defendant's eastern terminus, involving an extra service of 124 miles for which defendant receives no compensation; *Held*, upon the foregoing facts that defendant's said rule for compression of cotton results in undue prejudice against Muskogee, and that defendant should grant all the privileges to one compression point herein considered that it grants to the other.
129. The fact that a compress company at South McAlester has another compress at Fort Smith and threatens, unless the foregoing prefer-

ence is given to its compress at South McAlester, to divert its cotton traffic to another railroad, does not justify discrimination in the rules or practices of defendant, as the competition described is not the character of competition that relieves from the operation of the statute.

Pacific Coast Jobbers & Manufacturers' Association v. Southern Pacific Company et al. (12 I. C. C. Rep., 319.)

The tariff of the Southern Pacific Company on traffic westbound to San Francisco contains a schedule of transportation rates imposed upon such traffic, and by a note in such tariff headed "Toll at San Francisco, Cal.," an additional charge of 5 cents per ton is levied upon such traffic reaching San Francisco by both the Ogden and the Coast Line routes; *Held*:

130. That traffic moving by the Coast Line is not subject to the payment of such charge; and
131. That the law does not permit a rate to be stated which includes charges which the carrier does not in fact meet; and also
132. That a tariff or schedule of transportation rates does not conform to the law which makes the rate charged as set forth in the tariff dependent upon one or more factors which do not enter into the transportation as the same is actually conducted.

Mitchell v. Atchison, Topeka & Santa Fe Railway Company et al. (12 I. C. C. Rep., 324.)

133. Defendants' rate of 28½ cents per 100 pounds for the transportation of wheat from Oklahoma City, Okla., to Gainesville and Fort Worth, Tex., found unreasonable, and defendants required to establish in lieu thereof a rate of 20 cents to Gainesville and a rate of 22 cents to Fort Worth.

Enterprise Transportation Company v. Pennsylvania Railroad Company et al. (12 I. C. C. Rep., 326.)

Complainant has been operating a line of steamboats on Long Island Sound since some time in the year 1905. Its boats ply between Fall River and New York City, and call en route at Jamestown, R. I. Its principal competitor is the New England Navigation Company, which is owned and controlled by the New York, New Haven & Hartford Railroad Company. The boats of the Navigation Company ply between Fall River and New York City and stop at Newport, R. I., but do not now stop and never have stopped at Jamestown. Previous to the time complainant began business as aforesaid the Navigation Company and Pennsylvania Railroad Company maintained, and have ever since maintained, and applied to the transportation of fish a through route and joint rate from Newport to Philadelphia. At the time complainant began to operate as aforesaid no such route or rate was in existence from Jamestown to Philadelphia. A large tonnage of fish is shipped annually by water from Jamestown, which is about 3 miles from Newport. At some time during the summer of 1906, and after complainant had begun operations, the Navigation Company and Pennsylvania Railroad Company, by using the Narragansett Ferry Company as their agent to receive shipments of fish at Jamestown and transport same from that point to Newport, extended said through route to Jamestown. This service was discontinued about November 1, 1906, but renewed about February 1, 1907, and has been continuously maintained since, except that when the boats of the Narragansett Ferry Company are not running, the transportation from Jamestown to Newport is performed by the Newport and Jamestown Ferry Company.

The through rates to Philadelphia are: From Newport, 34 cents per 100 pounds, and from Jamestown, 37 cents. Out of these rates the Pennsylvania Railroad Company receives 7 cents per 100 pounds for the transportation from New York to Philadelphia, and the ferry company receives 3 cents for the transportation from Jamestown to Newport. The ferry company is named as a party to the tariff prescribing the through rates, but refuses to concur in the tariff or file with the Commission its rates for the transportation from Jamestown to Newport. The local rate of the Pennsylvania Rail-

road Company for transporting fish from New York to Philadelphia is 22 cents per 100 pounds.

Complainant receives at Jamestown shipments of fish destined to Philadelphia and delivers same to the Pennsylvania Railroad Company at New York. Deliveries to the latter are made at the same place and about the same time, whether carried thereto by complainant or by the navigation company, and reach Philadelphia at the same time in the one case as in the other, but such shipments leave Jamestown a little earlier when carried over complainant's line than when the carriage is over said through route. When the initial shipment is over complainant's line the Pennsylvania Railroad Company exacts for the haul from New York to Philadelphia said local rate of 22 cents, and refuses to make with complainant a through route and apply thereto a joint rate.

Complainant's local rate for transporting fish from Jamestown to the place where delivery is made to the Pennsylvania Railroad Company, as aforesaid, including drayage across the city of New York, is 17½ cents per 100 pounds, while the local rate of the navigation company for transporting fish from Newport to such place of delivery, including said drayage, is 23 cents per 100 pounds.

Upon all the facts and circumstances disclosed by the record, *Held*,

134. That from Jamestown to Philadelphia no satisfactory through route exists within the meaning of the language of the act to regulate commerce.

135. That, even if the present arrangement should be regarded as a satisfactory through route, complainant's right to maintain this proceeding would not be affected thereby, since, at the time the complaint was filed, through route from Jamestown by defendants' lines had been abandoned and for a time thereafter was not in operation.

136. That the Pennsylvania Railroad and complainant should be required to establish, for the transportation of fish, from Jamestown to Philadelphia, a through route, and apply thereto a joint rate of not more than 34 cents per 100 pounds, except that the Pennsylvania Railroad Company may, if it wishes to do so, apply to the Commission for an order requiring complainant to indemnify it against any loss it may suffer in the premises by reason of the financial irresponsibility of complainant.

Roswell Commercial Club et al. v. Atchison, Topeka & Santa Fe Railway Company et al. (12 I. C. C. Rep., 339.)

137. Complaint in this case put in issue reasonableness of rates between various points in the United States and Roswell, Artesia, Hagerman, and Carlsbad, in the Territory of New Mexico; *Held*, That, under the facts disclosed in the record, the present class rates from Kansas City and St. Louis, Mo., Galveston, Tex., and Denver, Colo., to said points in New Mexico are unjust and unreasonable; and that commodity rates on grain and grain products from points in Kansas and Oklahoma; on lumber from points in Texas and Louisiana; on salt in sacks from Hutchinson, Kans., to said points in New Mexico; and on apples, alfalfa, and alfalfa meal from said points in New Mexico to Fort Worth, Tex., are excessive and reductions ordered.

Farmers, Merchants and Shippers' Club of Kansas v. Atchison, Topeka & Santa Fe Railway Company et al. (12 I. C. C. Rep., 351.)

138. The complaint put in issue the reasonableness of defendants' rates on grain from Wichita and other shipping points in Kansas to Kansas City, Mo., to Galveston, Tex., for export, and to various destinations in Texas for domestic consumption.

139. The rates to Galveston for export, and to the various destinations in Texas for domestic consumption, found unreasonable *per se*, and reductions ranging from 3 to 5 cents per 100 pounds ordered.

140. It appeared that the rates from said shipping points must be the same to Kansas City, Mo., as to Kansas City, Kans.; that after the complaint herein was filed the legislature of Kansas reduced 15 per cent the rates to the latter point, whereupon defendants, after accepting said reductions, reduced correspondingly the rates to Kansas City, Mo. For these reasons no action was taken concerning the latter rates.

141. The destination points in Texas are divided into groups numbered 1, 2, 3, and 4. At the hearing representatives of the city of Lancaster contended that that city should be transferred from group 2 to group 1, and the contention was upheld.
142. Undue discrimination against said shipping points in favor of Kansas City, Mo., was alleged, but that feature of the complaint was not sustained.

Territory of Oklahoma v. Chicago, Rock Island & Pacific Railway Company et al. (12 I. C. C. Rep., 367.)

143. Defendants' rates on wheat and corn shipped from points in Oklahoma Territory to Galveston, Tex., for export, found unreasonable, and reductions in such rates ordered.

Commercial & Industrial Association of Union Springs, Ala., v. Louisville & Nashville Railroad Company et al. (12 I. C. C. Rep., 372.)

144. In a territory where the basing point system has been in operation since the advent of railroads, rates to a complaining point made by a combination of the through rate to the nearest trade center and the local beyond need not, under the construction of the fourth section of the act by the Supreme Court, be reduced to the basis of every neighboring point of like distance when the other points in the group whose rates are sought have the advantage of water or other competition.

145. Not all discriminations, but only those which are unreasonable, are unlawful.

146. Where undue discrimination is not shown, the rates complained of can only be reduced by the Commission when in its opinion they are shown to be unreasonable in themselves.

Commercial & Industrial Association of Union Springs, Ala., v. Central of Georgia Railway Company. (12 I. C. C. Rep., 375.)

147. Whether the practice of considering compression of cotton in transit an incident of transportation, and therefore a matter wholly within the discretion and control of the carrier as to the instruments employed, neither the grower nor the consumer being directly interested, will not be decided without a general investigation covering the whole field of production and markets, and can not be determined on an insufficient inquiry at a single point.

Warren Manufacturing Company et al. v. Southern Railway Company et al. (12 I. C. C. Rep., 381.)

148. The absorption of a competing line of railway by another in alleged violation of the statutes of a state is a matter within the control of the state courts and can be considered by the Commission only in its ultimate results of inducing unreasonable rates.

149. The violation of the so-called antitrust act by unwarranted agreements in restraint of trade by carriers of interstate commerce is not within the jurisdiction of the Commission, but only the correction of unreasonable rates which may be the purpose and effect of such illegal act.

150. The long-continued carriage of any article of freight at certain rates, while establishing a presumption that such rates are reasonable and remunerative, is not alone conclusive, but to carry such presumption must show a settled practice or policy.

151. Where a rate is comparatively the lowest in its territory on a given article of freight and by reason thereof has been made the basis of reductions from competitive points, it will not be further reduced on the ground alone that it had at stated periods in the past been somewhat lower, unless it be shown that it is unreasonably high for the service performed.

Riverside Mills v. Southern Railway Company et al. (12 I. C. C. Rep., 388.)

152. It appears that defendants' rate on cotton waste, in bales, a by-product of cotton goods, from Augusta, Georgia, to New York is 41 cents per 100 pounds, or the same as their rate on cotton goods between the same points, though cotton waste is considerably less in value and involves much less risk and expense in transportation than cotton goods; *Held*, That cotton waste should be transported at less rates

than cotton goods, and that no higher rate than 35 cents per 100 pounds should be charged for its transportation by defendants, sea and rail, from Augusta to New York.

Quimby et al. v. Clyde Steamship Company et al. (12 I. C. C. Rep., 392.)

153. It appears that class rates from North Atlantic ports were the same to a group of suburban mills as to Augusta, Georgia, for ten or twelve years before the absorption of the South Carolina and Georgia Railroad by the Southern Railway Company; that subsequent to such absorption the long-existing rates to these suburban points were increased by the concerted action of the defendant carriers, though the mill group is still recognized on shipments in the opposite direction, and that this grouping system is still effective to the extent of classing together some of these suburban points which are as far apart as Augusta is from the nearest. It also appears that water lines by way of the Savannah River secure most of the freight of the heavy and bulky classes for these mills, and that a restoration of the Augusta rates to these suburban points would divert much of this traffic to the defendant lines and thus increase their revenues; *Held*, That the rates to these suburban mill points in excess of those to Augusta are, under the circumstances, unjust and unreasonable.

Railroad Commission of Ohio et al. v. Hocking Valley Railway Company et al. (12 I. C. C. Rep., 398.)

Defendants are engaged principally in transportation of coal from mines located upon their lines. Certain other railways purchase their fuel supply from coal operators owning mines upon the lines of defendants and send their own cars upon the lines of defendants, consigned to the coal companies with which railways so sending their cars have contracts for fuel supply. Certain other coal operators have upon the lines of one of the defendants leased, or so-called "private" cars, devoted exclusively to the use of such lessees. During a part of the year defendants are unable to furnish all of the cars desired by coal operators along their lines, and at such times the available cars not specially consigned or restricted as to use are divided among the several coal companies according to the capacities of their several mines; but in such distribution the foreign railway fuel cars and the leased or "private" cars are excluded from consideration and are given to the coal companies to which they are consigned or assigned in addition to the full share of cars allotted to such mines in the proportionate distribution. Complaint alleges unjust discrimination against other coal operators along the lines of defendants, in that such distribution of cars and such failure to count the foreign railway fuel cars and the leased or "private" cars gives the coal operators to whom such cars are consigned and assigned unwarranted advantages over other operators in the mining and marketing of coal.

154. *Held*, That a carrier should give to owner or lessee of private cars the use of such cars, and should also give to a coal company the foreign railway fuel cars consigned to it; but that such "private" and foreign railway fuel cars should, in the distribution of cars, be counted against the company to which delivered and such company should not be given, in addition to such delivery, a share of the system cars except when the number of "private" and foreign railway fuel cars so delivered to it is less than its distributive share of the available cars, including system cars, foreign railway fuel cars, and so-called private cars, in which event it should be given only so many of the system cars as are necessary, when added to the number of private and foreign railway fuel cars assigned to it, to make up its distributive share of the total available cars, including system cars, foreign railway fuel cars, and so-called private cars.

American Fruit Union, of Cincinnati, Ohio, v. Cincinnati, New Orleans & Texas Pacific Railway Company. (12 I. C. C. Rep., 411.)

155. In conference between officials of the carrier and representatives of certain of its patrons it was agreed that higher rates would be charged and paid for the transportation of strawberries in consideration of special expedited train upon which they would be hauled and by which they would be delivered for the early morning market; on

account of reconstruction and improvement work upon and along the line of the carrier it was unable to furnish the expedited service agreed upon and which it had furnished for several years; the shippers contended that if the expedited service was not provided the higher rates should not obtain; *Held*, That where an unusually high rate is charged because and in consideration of a special and expedited service it is the duty of the carrier to provide and furnish such service or to cease and desist from charging the higher rate.

156. Defendant's rate on strawberries in carloads, under refrigeration, from Chattanooga and points on its line between Chattanooga and Oakdale, Tenn., to Cincinnati, Ohio, found unreasonable, and reduction in such rate ordered.

157. Reparation awarded to injured shippers because of such unreasonable rate on strawberries during the season of 1907.

A. J. Poor Grain Company v. Chicago, Burlington & Quincy Railway Company et al. (12 I. C. C. Rep., 418.)

158. The published rate governing transportation between two given points, so long as it remains uncanceled, is as fixed and unalterable either by the shipper or by the carrier as if that particular rate had been established by a special act of the Congress. When regularly published, it is no longer the rate imposed by the carrier, but the rate imposed by the law.

159. Regardless of the rate quoted or inserted in a bill of lading, the published rate must be paid by the shipper and actually collected by the carrier. The failure on the part of the shipper to pay or of the carrier to collect the full freight charges, based upon the lawfully published rate for the particular movement between two given points, constitutes a breach of the law and will subject either one or the other, and sometimes both, to its penalties. Not even a court may interfere with a published rate or authorize a departure from it when it has voluntarily been established by the carrier.

160. While shippers largely rely upon the rates quoted by freight agents and billing clerks, the law charges them with knowledge of the lawful rates. And they will not be heard, before this Commission, to claim the benefit of a lower than the lawful rate on the ground that some railroad clerk has made a mistake in quoting a lower rate for a particular shipment. To permit shippers to impute negligence to carriers in quoting rates and on that ground to enjoy the rate quoted instead of paying the lawfully published rate would open a way for the payments of rebates and might, in practical results, work a repeal of the law.

161. If a carrier, contrary to shipper's instructions, forwards cars by a more expensive instead of a cheaper route, or, without any instructions, sends the cars by the more expensive route, such action is *prima facie* without justification and constitutes a fair basis for reparation; but if the shipper gives definite instructions to move the cars by the more expensive route, the carrier is relieved of the obligation to forward by the cheaper route. *Pankey v. R. & D. R. Co.*, 3 I. C. C. Rep., 658, cited and approved.

162. Shippers along the line of an interstate carrier are entitled to have their products moved in either direction at reasonable rates, and the Commission can not agree that a carrier may establish prohibitive rates on any commodity on the ground that it is not desirable traffic for that carrier.

163. A wheat rate of 75 cents per 100 pounds from Nebraska common points to California terminals *via* the C., B. & Q. Ry. through Denver and thence *via* the Union Pacific and Southern Pacific railroads to destination is unreasonable and excessive. It is manifestly so as compared with the through rate of 55 cents on corn over that route, and a through rate of 55 cents on both corn and wheat from Nebraska points *via* the Union Pacific and Southern Pacific to those destinations. Any rate on wheat over the route in question from these points of origin to California terminals in excess of 65 cents per 100 pounds is unreasonable, and complainant is entitled to reparation on his shipments on that basis, but is not entitled to an order of reparation on his shipment to Reno, Nev.

Dallas Freight Bureau *v.* Missouri, Kansas & Texas Railway Company et al. (12 I. C. C. Rep., 427.)

164. Traffic moves from interstate points to destinations in the Texas common-point territory under a system of rates that obtains in no other part of the United States of equal extent. In general all points in this vast area take the same rates from any given point of origin on or east of the Missouri and Mississippi rivers. A change in the rates to one common point necessarily involves an extensive disturbance of rates to other common points or must tend to disrupt the common-point system upon which commercial conditions in Texas are based. A controversy that questions the reasonableness of rates to one common point ought therefore to be presented in all its aspects and receive the fullest consideration before action is taken.

165. The Commission is authorized under the act to order a reduction in rates only when upon complaint made it is of the opinion that such rates are unjust, or unreasonable, or unjustly discriminatory, or unduly preferential. Complainants must therefore prove the issues that they raise by competent testimony or make out a *prima facie* case sufficiently clear and strong as to require the Commission in the public interest to enter upon an investigation of its own to ascertain the merits of the complaint. Neither of these requirements is satisfied by a comparison, without any other showing, of the rates complained of, from St. Louis to Dallas, with rates between points in other and distant localities where different physical, competitive, and traffic conditions exist.

166. Under its rules and practice shippers have ample opportunity for personally laying their troubles before the Commission and thus showing the actual results of the rates complained of upon their business. Upon a complaint in which no person directly interested in such rates appeared as a witness and the only testimony offered was that of the secretary of a freight bureau having no personal knowledge of the effect of the rates upon the merchants dealing in the commodities involved and whose testimony is limited to a comparison of the rates attacked with rates on the same commodities for equal distances in other parts of the country, where the traffic is much more dense, the net revenues per mile greater, and where the other transportation conditions are entirely different; *Held*, That the record discloses no sufficient basis for an order by the Commission. The complaint is therefore dismissed without prejudice.

Albany Produce Company *v.* Chicago, Burlington & Quincy Railway Company. (12 I. C. C. Rep., 434.)

167. Complaint drew in question the reasonableness of rate on coal of \$1.25 per ton from Centerville district, Iowa, to Albany, Mo., in itself and as compared with coal rate to St. Joseph, Mo. After case was submitted the rate to Albany was reduced to \$1 per ton. As the record failed to show that the \$1.25 rate was unreasonable in itself, or that the present rate of \$1 is excessive, or that the facts and circumstances disclose unjust discrimination, the complaint is dismissed.

Paper Mills Company *v.* Pennsylvania Railroad Company et al. (12 I. C. C. Rep., 438.)

168. Upon the circumstances disclosed by the record; *Held*, that defendant's refusal to apply their carload rates to shipments of wrapping paper and paper bags in mixed carloads is not unlawful.

Cudahy Packing Company *v.* Chicago & Northwestern Railway Company. (12 I. C. C. Rep., 446.)

169. Defendant's right to exact demurrage charges from complainant on cars used by defendant in transporting complainant's traffic while the cars are standing on a siding owned and operated by defendant, which was constructed by it for the sole use of complainant, is not affected by the fact that the cars are owned by the latter.

Harth Brothers Grain Company *v.* Illinois Central Railroad Company et al. (12 I. C. C. Rep., 448.)

170. For several years defendants maintained uniform rates on shipments of grain and kindred products to Atlanta, Ga., and points beyond,

from a group of towns on their lines beginning on the north with Henderson and Uniontown, Ky., and including Morganfield, Henshaw, Corydon, Grove Center, and other near-by points; but on December 15, 1904, defendants increased the rates to said destination points by adding 4 cents per 100 pounds on all shipments originating at any point in the group described except Henderson and Uniontown. This gave to Henderson and Uniontown lower rates than those applicable from the intermediate points. On April 5, 1905, defendants canceled the increased rates from the intermediate points, restoring the former rates, and thus again putting all points in this group upon an equal rate basis. Complainants filed petitions to obtain reparation on their shipments of hay and grain made from said points under the increased rates. Defendants stipulated that they would submit to a reparation order on the basis of 3 cents per 100 pounds on all shipments made during the period of the effectiveness of the higher rates. Upon that basis final adjustment of the controversy was agreed to, and reparation orders aggregating \$1,333.28 were entered.

Enterprise Manufacturing Company et al. v. Georgia Railroad Company et al. (12 I. C. C. Rep., 451.)

171. Natural advantages of location are neither to be enlarged nor minimized by the Commission, whose duty and purpose is to secure just and reasonable transportation rates, as nearly equal as possible for all localities and individuals, having due regard to differences in circumstances and conditions.

172. The Commission having upheld a rate of \$1.15 per 100 pounds on cotton goods from southern cotton mills to Pacific ports, in *Enterprise Manufacturing Company v. Georgia R. R. Co. et al.*, 12 I. C. C. Rep., 130, and held a rate 10 cents higher to Asiatic ports from the same points to be reasonable in *China & Japan Trading Company v. Georgia R. R. Co. et al.*, 12 I. C. C. Rep., 236, the latter case is followed and the rate of \$1.25 per 100 pounds under present conditions again approved.

173. A rate which is advanced as the result of an agreement among carriers, even if such agreement be with color of violation of the anti-trust act, will not on that ground alone be declared unreasonable; evidence of such violation is pertinent and must be considered, but the existence of such an unlawful agreement, even when proved, is not conclusive of the unreasonableness of the rates so advanced.

Farmers Warehouse Company v. Louisville & Nashville Railroad Company. (12 I. C. C. Rep., 457.)

174. Upon full hearing of this complaint and consideration of the matter submitted, it is the opinion of the Commission that the rate of 22 cents per 100 pounds applying on shipments of salt in carloads from New Orleans, La., to Cullman, Ala., is unduly excessive, unreasonable, and unjust, and that a rate of 20 cents per 100 pounds for such transportation would be reasonable and just.

175. It does not follow, as a matter of course, where the Commission finds that the ends of justice require the reduction of a rate complained of that reparation must be ordered on shipments previously made. Complainant's claim for reparation on shipments made prior to filing of the complaint denied, but he will be allowed reparation on any shipments he may have made since the filing of complaint in so far as the charges thereon exceed the rate of 20 cents per 100 pounds, and this proceeding will be held open to allow complainant opportunity to present such claim and proofs.

Lead Commercial Club v. Chicago & Northwestern Railway Company et al. (12 I. C. C. Rep., 460.)

176. At hearing of complaint it was disclosed that substantial reductions in rates on all classes of commodities from Chicago and Omaha to Lead (about which complaint was made) were made in tariffs in press. It also appeared that the building of new lines had injected into the situation a competition which would probably affect further reduction. Tariffs filed subsequent to the hearing and prior to rendering decision contained the reductions referred to, and in view of

them and the probable effect of the new competition, it is held that under the circumstances and upon the record in this case no order changing the rates will now be made. Complaint dismissed.

Wiemer & Rich v. Chicago & Northwestern Railway Company et al. (12 I. C. C. Rep., 462.)

177. Minimum weights applying on shipments of hay, Ledyard, Iowa, to Minneapolis, Minn., are, for cars 30 feet and under, 16,000 pounds; cars over 30 feet to and including 32 feet, 18,000; cars over 32 feet to and including 34 feet, 19,000; cars over 34 feet and less than 36 feet, 20,000, and for cars 36 feet and over, 22,000 pounds. Ledyard, Iowa, to Pekin, Ill., cars 34 feet in length and under, 15,000 pounds; over 34 feet, 20,000 pounds. From Ledyard and other northern Iowa points to Chicago, the minimum weight for cars 34 feet and under is 15,000 pounds; for cars over 34 feet, 20,000 pounds; *Held*, That defendant's rules and regulations, fixing minimum weights on baled hay, Ledyard to Pekin, are not unreasonable or unjust; *Held further*, That the rules and regulations at present enforced by defendant companies governing carload minimums applicable to shipments of hay from Ledyard, Iowa, to Minneapolis, Minn., are unreasonable and unjust; that the rules and regulations applicable to such shipments from Ledyard to Chicago are reasonable and just and should be applied to shipments destined to Minneapolis.

178. It is not reasonable that carriers unable to supply shippers with sufficient cars of large or average capacity should make such minimum loading requirements as can not be practically complied with as to the smaller cars in order that they may obtain as much earnings from shipments therein as from those in the larger and superior cars.

Cambria Steel Company v. Great Northern Railway Company. (12 I. C. C. Rep., 466.)

179. On March 13, 14, and 17, 1906, complainant shipped 1,560,340 pounds of steel rails from Johnstown, Pa., to Seattle, Wash., with freight charges at the rate of \$13 per gross ton, aggregating \$9,746.52, assessed under the rules prescribed by the Master Car Builders' Association, which are enforced by the initial carrier, the Baltimore & Ohio Railroad Company, prohibiting the loading of 60-foot steel rails on twin cars to a greater weight than 75 per cent of the marked capacity of the cars. Upon arrival of shipments at destination additional charges of \$2,779.40 were collected by the defendant, covering that part of the haul from Kankakee to Seattle, under its rule providing that the minimum carload weight should be the marked capacity of the car.

Held, That the rule or regulation of the defendant company, whereby freight charges were collected upon a higher minimum loading requirement than the practice of the carriers governed by the Master Car Builders' Association rules would permit, was unreasonable and unjust. This rule having been modified subsequent to the movement of the shipments in question, no order is made in regard thereto. Complainants awarded reparation in the sum of \$2,433.04, on account of unreasonable charges collected on shipments specified herein.

A. J. Poor Grain Company v. Chicago, Burlington & Quincy Railway Company et al. (12 I. C. C. Rep., 469.)

180. A lawfully published schedule speaks with equal authority to the shipper and the carrier, and both are chargeable with notice of the rate and of the route over which a rate is made applicable.

181. When responding to an inquiry by a shipper, a mistake made by a carrier either as to the rate or the route will not excuse the carrier from collecting the lawful rate or the shipper from paying it.

Loup Creek Colliery Company v. Virginian Railway Company et al. (12 I. C. C. Rep., 471.)

182. The complainant, located at Page, W. Va., on the Virginian Railway, 9 miles from its junction with the Chesapeake & Ohio, applies for the establishment of through routes and joint rates, with divisions thereof, for the transportation, in carloads, of coal and coke over

these two roads, from Page to destinations on the Chesapeake & Ohio outside of West Virginia, such rates in no case to exceed those applied by the Chesapeake & Ohio from the junction point of the two roads and from other points on the line of the last-mentioned carrier in the same rate group. It is conceded that there is now reasonable and satisfactory through movement and handling of through shipments of the traffic involved, and that the through routes are asked for only for the purpose of supporting the application for joint through rates and divisions of the same, it not being shown that either the combination rates applying via the two roads from Page or the Chesapeake & Ohio rates from points on its line are unreasonable, and it further appearing that to make such an order would result in compelling the Chesapeake & Ohio to either discriminate between patrons in the rate group served by it or to reduce its rates materially on an important part of its traffic. Application denied.

183. The law does not require the Commission in all cases where no through routes and joint rates exist to establish them, but only empowers it to do so in proper cases with the manifest intent of giving effect to the general purposes of the act to regulate commerce by securing reasonable facilities to the public and preventing unreasonable and unjust rates, practices, and discriminations, and in the exercise of this authority the Commission is bound by the same considerations of justice and fairness as it is in the exercise of the rate-making power in other respects.
184. Where neither the interests of the public nor the ends of justice as between the parties directly interested will be promoted by the establishment of through routes and joint rates and divisions thereof, a proper case for the exercise of the authority invoked has not been shown.
185. Disparity in rates between points on different roads serving shippers of coal in the same territory does not necessarily constitute such inequality as to justify the establishment of joint through rates from points on the road farthest removed from the destination points on the basis of rates from points on the other road at the expense of the latter, especially when its rates are not shown to be unreasonable.
186. A through rate for transportation over a line composed of two or more separate roads greater than would be reasonable and sufficient if the same transportation were over a single road is not in all cases unjust.

Laning-Harris Coal & Grain Company v. Atchison, Topeka & Santa Fe Railway Company et al. (12 I. C. C. Rep., 479).

187. After the arrival, and usually after sale, of grain transported in carloads by defendant to Kansas City, owners direct delivery to points on the lines of other carriers which assess a switching charge which defendant collects for and pays to said other carriers. Complainant alleges that defendant's published rate on grain to Kansas City includes delivery at any point in Kansas City desired by shipper, whether on the line of defendant or on the lines of any other carrier, and that the switching charge is therefore unlawful and unreasonable; *Held*, That the act in specific terms provides that a common carrier shall not be required to give the use of its tracks or terminal facilities to another carrier engaged in like business; that in the absence of tariff provisions to the contrary, the transportation rate shown in a carrier's tariff on a certain commodity to a given point is understood to include delivery only to industries or unloading points located upon its own rails; that if consignee or owner of shipment desires delivery to point located on the line of another carrier he must pay the lawful charge for such service. Complaint dismissed.

Fellows Coal & Material Company v. Missouri Pacific Railway Company. (12 I. C. C. Rep., 481.)

188. While complaint alleges that rate on coal from mine at Jewett, Kans., to Kansas City, Mo., is unjust and unreasonable, the record shows that the rate is the same as from other mines in the same field; the same as that on competing railroad in the same field, and that it is fixed in accordance with an established relation of rates on coal from

other producing points to the same market. It also appears that the rate complained of could not be changed without disturbing rates on coal, not only from other neighboring mines, but from all the coal-producing centers, the product of which is sent to Kansas City; *Held*, That under the circumstances and conditions Commission is not justified upon the record made in ordering rate changed or declaring it unreasonable. Complaint dismissed.

Missouri & Kansas Shippers' Association *v.* Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 483.)

189. The Commission is essentially an administrative body, and in the examination of formal complaints ought to get at the real substance of the issue presented unembarrassed by technical considerations.

190. In a proceeding based on an infraction of section 4 of the act, a merely theoretical or paper rate that has not been used and was unknown to the defendant until casually discovered will not be accepted as affording a just basis for an order for reparation on shipments made to an intermediate point at a slightly higher rate.

Morse Produce Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (12 I. C. C. Rep., 485.)

191. Defendant Chicago, Milwaukee & St. Paul Railway Company's rate on butter and eggs from Granite Falls, Minn., to Chicago, Ill., is 56 cents per 100 pounds in carload lots. Defendant's rate from Pipestone, Minn., to Chicago, Ill., is 43 cents per 100 pounds in carload lots, although Granite Falls is 41 miles nearer Chicago, but on a different branch of the road. The same rates are in force by defendant Great Northern Railway Company, although Granite Falls is an intermediate point between Pipestone and Chicago on the line made by the Great Northern Railway and its connections; *Held*, Defendant Chicago, Milwaukee & St. Paul Railway Company's rate of 56 cents per 100 pounds on butter and eggs in carload lots from Granite Falls to Chicago is unreasonable and unjust, and should not exceed 43 cents per 100 pounds.

McLaughlin Brothers *v.* Adams Express Company. (12 I. C. C. Rep., 489.)

192. Defendant's rate per car for the transportation of horses from New York to Columbus is \$200; from Columbus to Kansas City, \$350; from Columbus to St. Paul, \$350. The rate per car from New York to St. Louis is \$300; from St. Louis to Kansas City, \$150; from New York to Chicago, \$250; from Chicago to St. Paul, \$200. Thus the total charge from New York to Kansas City when the shipment is stopped at St. Louis is \$450; when stopped at Columbus the total charge is \$550. Similarly, the charge from New York to St. Paul is \$450 when the shipment is stopped at Chicago, and \$550 when the shipment is stopped at Columbus; *Held*, Defendant's rate of \$350 per car from Columbus to Kansas City and Columbus to St. Paul is unjust and unreasonable, and should not exceed \$250 per car.

Leonard *v.* Chicago, Milwaukee & St. Paul Railway Company. (12 I. C. C. Rep., 492.)

193. In the transportation of coal by defendant to Kansas City consignees desire delivery on the lines of other carriers which assess switching charge of \$3 per car. At one time defendant absorbed said switching charge in its transportation charge, later discontinued the practice, and subsequently resumed it. Complaints allege that inasmuch as defendant indulged in the practice and after discontinuance resumed it that it has committed itself to the unreasonableness of requiring shippers to at any time pay said switching charge, and therefore reparation is asked for switching charges paid during the period when defendant required that such charges should be paid by shippers. The reasonableness of the charge of \$3 per car for the service performed is not attacked, and no substantial showing is made as to the difference in commercial conditions which may have obtained at the different times; *Held*, That to support the contention of complainants in these cases would be to say that transportation charges must in every instance remain at a fixed figure or be reduced

by the carrier at the peril of being called upon to respond in damages on all charges that have before that time been collected under the rates so reduced. It is admitted that no discrimination as between shippers was indulged in in the application of the tariff charges and no showing is made in these cases that the tariff charges were unjust or unlawful. Complaints dismissed.

Commercial Club of Santa Barbara, Cal., *v.* Southern Pacific Company et al. (12 I. C. C. Rep., 495.)

194. Complainant asked that Santa Barbara, Cal., be given the benefit of terminal rates on westbound transcontinental shipments, and based its petition upon the contention that the transportation conditions and circumstances obtaining in that city are similar to those which exist at other Pacific coast cities in California to which such rates are voluntarily extended by the rail carriers; *Held*, That, from the facts disclosed by the record there is no real, potential, compelling competition between the transcontinental rail carriers and those carrying similar traffic by water which affects directly the rail rates obtaining at Santa Barbara, and that the complaint should be dismissed.

Coffeyville Vitrified Brick & Tile Company *v.* St. Louis & San Francisco Railroad Company et al. (12 I. C. C. Rep., 498.)

195. This Commission can make no general ruling that through rates must not exceed the sum of the locals; each case must be disposed of upon its own merits.

Cattle Raisers' Association of Texas et al *v.* Chicago, Burlington & Quincy Railroad Company et al. (12 I. C. C. Rep., 6.)

196. In this case final order was entered by the Commission November 16, 1905, but has not been obeyed by defendant carriers. Complainant's petition to set aside such order and reopen the case for further proceedings, with a view to decision and order under the act of June 29, 1906, denied.

Cattle Raisers' Association of Texas *v.* Missouri, Kansas & Texas Railway Company et al. (12 I. C. C. Rep., 1.)

197. This case was decided in favor of complainant August 16, 1905. Subsequently complainant's motion for additional and more specific findings was granted, and the case again taken under advisement. The act to regulate commerce was amended June 29, 1906, and thereafter complainant filed its petition praying in substance that the Commission proceed in the case with a view to making an order therein under the new fifteenth section in said act. The new section 15 confers upon the Commission power to enforce what has always been required in the statute—namely, just and reasonable rates—by the application of a new remedy, and, as applied to cases like this, in that way alone has the jurisdiction of the Commission been enlarged. The new section provides as conditions that there shall be formal complaint and full hearing. Both of these prerequisites have been practically complied with in this proceeding, but both complainant and defendants should have leave to submit whatever additional testimony they desire, and thereupon it is not only the right but the imperative duty of this Commission to make an order for or against the defendants under the new fifteenth section. To hold otherwise, this case and many others in which large sums of money and much time have been expended must fail, since the old section is superseded by the new, and the amending act contains no provision continuing the old section in force as to cases previously brought before the Commission, the law should not be so interpreted in the absence of explicit provisions to that effect. Case set down for further hearing, reexamination of the whole record by the Commission, and procedure under the new fifteenth section.

In the matter of Illinois Central Railroad Company. (12 I. C. C. Rep., 7.)

198. Land and immigration agents, unless they are bona fide and actual employees of carriers subject to the act to regulate commerce, are not

within the excepted classes specified in that statute, and providing transportation for such agents free or at reduced rates over lines of such carriers is, and since the act was originally passed has been, unlawful. Ruling in Tariff Circular No. 5-A reaffirmed.

Birmingham Packing Company v. Texas & Pacific Railway Company et al. (12 I. C. C. Rep., 500.)

199. Defendants having been unable to agree upon the divisions of a joint rate on beef cattle from Fort Worth, Tex., to Birmingham, Ala., put in effect by them in accordance with an order of this Commission, made application to fix the divisions; *Held*, upon the peculiar facts of this case, that considering the terminal charges of the receiving and the delivering lines and the ferry charge of the intermediate line the rate should be divided upon a mileage basis, but this conclusion should not be taken as implying that all joint rates established by the Commission should necessarily be divided upon a mileage basis.

Weleetka Light & Water Company v. Fort Smith & Western Railroad Company. (12 I. C. C. Rep., 503.)

200. While retaining the right to control the location of switch tracks to private industries in accordance with the evidence, the Commission is disposed, in recognition of the risk that arises from such interruptions of through rails, to leave the location of such tracks largely to the discretion and wisdom of the carrier.

201. The practice among carriers of repaying advancements made by shippers for the construction of switch tracks by making an allowance of a definite amount on each carload of freight shipped to or from their manufacturing plants is disapproved on the ground that it presents too much the appearance of a purchase of property by the carrier with transportation, this being contrary to law. While settlements may be based on the number of carload shipments, repayments must not be made out of the rate but out of available funds at the end of definite intervals. A copy of such contracts ought to be filed with the Commission and when the transaction is completed a verified statement of it by a responsible officer of the company ought also to be filed here.

Channel Commercial Company v. Southern Pacific Company et al. (12 I. C. C. Rep., 506.)

202. For reasons given in *Commercial Club of Santa Barbara v. Southern Pacific Company et al.*, 12 I. C. C. Rep., 582, complaint dismissed.

Cattle Raisers' Association of Texas et al. v. Chicago, Burlington & Quincy Railroad Company et al. (12 I. C. C. Rep., 507.)

203. Upon the facts and circumstances disclosed by the record; *Held*, That the terminal charge of \$2 per car exacted by defendants for the delivery of live stock at the Union Stock Yards in Chicago with respect to shipments from points without the State of Illinois is unjust and unreasonable and unduly discriminatory, and that such charge should not exceed \$1 per car.

204. *Held, further*, That the decree of a court dismissing a bill brought to enforce an order of the Commission made previous to the amendment of June 29, 1906, is not a bar to the right of the Commission to examine with respect to a date subsequent to June 29 the same rate involved in that proceeding.

Oklahoma & Arkansas Coal Traffic Bureau v. Midland Valley Railroad Company. (12 I. C. C. Rep., 516.)

205. Complaint in this case involved the question whether defendant carrier could establish a through route and fix a joint rate, and then decline to furnish equipment in which to move such freight; but as it appeared that there was a specific agreement between defendant carrier and another carrier that the latter should furnish the cars, the complainant agreed that under the circumstances it would be in the interest of all parties that the present proceeding be dismissed.

Pressley v. Gulf, Colorado & Santa Fe Railway Company et al. (12 I. C. C. Rep., 518.)

206. Rates of G., C. & S. F. Ry. Co., of 27 and 29 cents per 100 pounds of cotton seed in carloads from Marietta and Berwyn, Okla., respectively, to Cleburne, Tex., are unreasonable, and should not exceed 16 and 18 cents per 100 pounds, respectively, and the joint rate of the G., C. & S. F. Ry. Co. and the St. L. S. W. Ry. Co. of Texas, of 45 cents per 100 pounds on cotton seed in carloads from Marietta, Okla., to Plano, Tex., is unreasonable, and should not exceed 25 cents per 100 pounds.
207. Complainant is entitled to recover from defendants the sum of \$404.96 as reparation for unjust and unreasonable charges on specific shipments of cotton seed made under the rates complained of in the case.

Farmers Warehouse Company v. Louisville & Nashville Railroad Company. (12 I. C. C. Rep., 520.)

208. Upon full hearing of this complaint and consideration of the matter submitted it is the opinion of the Commission that the rate of 22 cents per 100 pounds applying on shipments of salt in carloads from New Orleans, La., to Culman, Ala., is unduly excessive, unreasonable, and unjust, and that a rate of 20 cents per 100 pounds for such transportation would be reasonable and just.
209. It does not follow, as a matter of course, where the Commission finds that the ends of justice require the reduction of a rate complained of that reparation must be ordered on shipments previously made. Complainant's claim for reparation on shipments made prior to filing of the complaint denied, but he will be allowed reparation on any shipments he may have made since the filing of complaint in so far as the charges thereon exceed the rate of 20 cents per 100 pounds, and this proceeding will be held open to allow complainant opportunity to present such claim and proofs.

Schwager & Nettleton v. Great Northern Railway Company. (12 I. C. C. Rep., 521.)

210. The act does not bar a carrier from providing for costs of transfer in making delivery to a certain carrier, but if it so provides, it must publish and file a tariff showing where the transfer will be made, the kind of transfer service required, and the charges to be exacted therefor.
211. A shipper is entitled to notice of a transfer charge other than one coming to him through the collection of the charge from his consignee, and as he is not obliged to follow his shipment and make the transfer himself, he is entitled to the protection afforded by a published definite rate.
212. A carrier can not excuse the collection of an unpublished and unknown drayage and transfer charge by proof that it had a rule which forbade the sending of its own cars beyond its own line during a period of car shortage and congestion of business. This defense would be especially unavailable where no notice of the rule, either actually or by reference in a published tariff, had been brought to the shipper.

Morgan v. Missouri, Kansas & Texas Railway Company et al. (12 I. C. C. Rep., 525.)

213. The principal defendant established, temporarily and because of competition in that locality, an especially low rate upon shipments of live stock from Crowder City, Ind. T., to Kansas City, Mo. Defendants had specific tariff rates applicable to shipments of live stock from other points in Indian Territory to Kansas City, which shipments moved through Crowder City. Complainants allege that the local rates from points of origin of such shipments to Crowder City, added to the special low rate from Crowder City to Kansas City, made lower rates than the specific rates from points of origin to Kansas City, and that, therefore, defendants should refund charges collected in excess of combination rates on Crowder City.
214. A carrier may, because of commercial conditions or competition, establish at a given point an especially low rate, but it does not

necessarily follow that all like traffic that moves through that point in the same direction must be given the benefit of that low rate; and while a through rate that is higher than the sum of the local rates between the same point is prima facie unreasonable, it can not be reduced to equal such sum of locals except through lawful change in tariff.

215. A specific through rate is the lawful rate for a through shipment, even though some combination of rates may make lower, and carrier may not charge the higher through rate upon one shipment and the lower combination rate upon another shipment of the same kind between the same points at the same time.
216. While shipper may consign his shipment to a given point, pay charges on same, assume custody and take possession of the property, and, later, reship to another point under rates lawfully applicable to such reshipment, neither a carrier nor an agent of a carrier may act as forwarding or reconsigning agent for shipper in such manner as to evade or defeat the terms or intent or purpose of the law.
217. No complaint is made against the reasonableness of the specific through rates. The demand for reparation is denied and the cases are dismissed.

Southwestern Kansas Farmers' and Business Men's League v. Atchison, Topeka & Santa Fe Railway Company et al. (12 I. C. C. Rep., 530.)

218. Complainant questioned the reasonableness of rates on coal in carloads from mines in the Rockvale and Trinidad districts, in Colorado, to Coolidge, Lakin, Garden City, Cimarron, and Dodge City, Kans.; also alleged that these rates are unduly discriminatory as compared with the rates from said mines to Hutchinson, Kans., and Ardmore, Okla., and points between; *Held*, That the rates in question are unreasonable and should be superceded by those herein prescribed.

Hennepin Paper Company v. Northern Pacific Railway Company et al. (12 I. C. C. Rep., 535.)

219. It is the duty of a carrier, in the absence of routing instructions to the contrary, to forward shipments, having due regard to the interests of the shipper, ordinarily by that reasonable and practicable route over which the lowest charge for the transportation applies; and damage resulting to a shipper from a disregard of this obligation by the carrier can only be repaired by reparation to the extent of the difference between the higher rate applied over the line by which the traffic improperly moved and the lower rate which would have been applied had the freight been properly forwarded.
220. To require reparation in such case is only to require the carrier to make just compensation for injury resulting from failure to perform its duty; but to require or permit any other carrier than the one responsible for the misrouting to participate in the making of such reparation would be to permit or require departure from established rates, which is expressly forbidden by law.
221. Order entered awarding reparation to complainant in the sum of \$1,760.62.

Leonard v. Missouri, Kansas & Texas Railway Company et al. (12 I. C. C. Rep., 538.)

222. Complainant is entitled to recover from defendants the sum of \$17.50 as reparation for unjust and unreasonable charges on specified shipments of coal caused by error in weighing made under circumstances described in the case.

Railroad Commission of Oregon v. Chicago & Alton Railroad Company et al. (12 I. C. C. Rep., 541.)

223. Rates on alcohol, all kinds, from Chicago and from Missouri River common points to north Pacific coast terminals and to certain points in Oregon, are 85 cents per 100 pounds in carload lots and \$1.25 per 100 pounds in less than carload lots. These rates are less than the rates from same points of origin on petroleum products, whisky, or paint.

224. Complainant asks for reduction in the rates on denatured alcohol. The record shows that denatured alcohol is manufactured in California and is sold in the north Pacific coast cities at a price which could be met by the eastern product only by reducing the transportation charges to nothing. An effort to place denatured alcohol upon a parity with proof spirits would lead either to a large increase in the charges on the proof spirits or a practical wiping out of the charges on the denatured article. Such increase in the charges on the proof spirits would probably render futile all effort to compete with the California product.

225. Rates complained of are not shown to be unreasonable *per se*, unduly discriminatory, or unjustly prejudicial. Complaint dismissed.

Melroe Terminal Railway v. Southern Railway Company et al. (12 I. C. C. Rep., 545.)

226. Upon the facts disclosed by the record; *Held*, That complainant's application for physical connections between its line and lines of the defendants should be allowed so far as it relates to the Seaboard Air Line Railway, but denied without prejudice as to the Southern Railway Company, and order issued accordingly.

Pacific Purchasing Company v. Chicago & Northwestern Railway Company et al. (12 I. C. C. Rep., 549.)

227. Where three connecting roads publish a joint tariff under which they hold themselves out to the public as prepared to transport commodities in carload lots of a certain minimum magnitude at a certain specified rate, such carriers are by their tariff allowed to charge no more than the rate upon such carload, no matter what equipment they may provide for its transportation, except as the tariff in specific terms provides certain minimum weights for carloads in cars of certain lengths or capacities.

California Fruit Growers' Exchange et al v. Southern Pacific Company. (12 I. C. C. Rep., 553.)

228. Complainants attack the reasonableness of a regulation of the Southern Pacific Company to the effect that, in time of car shortage, cars will be furnished to the various shippers in proportion to the amount of fruit picked and actually in the packing houses at the time of the demand for cars. Prior to April, 1907, cars were distributed in proportion to the season's business done by the various shippers. This so-called "crop-holding rule" is still in force over the A., T. & S. F. Ry., but, in the case of the Southern Pacific Company, has been displaced by the "house rule," to which objection is taken; *Held*, That the situation can not be adequately covered by any fixed, inelastic regulation. Although the crop-holding rule appears to work more perfectly to the satisfaction of shippers and carriers, nevertheless the house rule does not appear to be unduly discriminatory. Complaint dismissed.

In the matter of car shortage and other insufficient transportation facilities. (12 I. C. C. Rep., 561.)

229. The subject of car shortage and other insufficient transportation facilities in the northwest, on the Pacific coast, and in the southwest, investigated by the Commission in December, 1906, discussed and certain proposed remedies considered.

Memphis Freight Bureau v. Fort Smith & Western Railroad Company et al. (13 I. C. C. Rep., 1.)

230. Complaint alleges unreasonable through rates on cotton seed from points on Fort Smith & Western Railroad to Memphis, Tenn. Class A rates then in force were admitted to be unreasonable, and defendant, by leave, amended its answer by stating that it had established through rates equal to the sums of the local rates of the several carriers, based on Fort Smith. Later, and before the case had been submitted, defendant Fort Smith & Western Railroad increased its local rates, and still later, and before decision had been rendered, filed a tariff of through rates carrying corresponding increases in rates.

231. Defendant Fort Smith & Western Railroad is a comparatively new road which runs through a comparatively undeveloped territory. It has been operated at a loss each year, and has not sufficient equipment to warrant it in permitting its cars to go off its line with through shipments. It declares that it is and has been willing to establish through route and joint rates to Memphis if it could have divisions of such rates equal to its local rates and could secure cars for such shipments and from connecting carriers. It has secured concurrence from two connecting carriers in joint tariff which provides for loading in connecting carriers' cars.
232. A carrier's first and paramount duty to the shipping public is to make its entire equipment do its utmost in serving the shippers along its own line; a carrier serving and dependent upon a new and undeveloped territory, and unable to earn any profit for its owners, may charge higher rates than would be reasonable under different conditions, and if carrier that forms part of a through route proposes to require the transfer of freight from one car to another at any junction point it must specify in the tariff the point at which transfer will be made and the charge therefor.
233. The increases in the through rates made since defendant's amended answer to this complaint was filed are unreasonable and unjust. Through route and joint rates not in excess of the sums of the local rates which were in effect when such amended answer was made are ordered.

Traffic Bureau, Merchants' Exchange of St. Louis, *v. Missouri Pacific Railway Company et al.* (13 I. C. C. Rep., 11.)

234. Rates exacted by defendants for transporting grain and products thereof from St. Louis, Mo., to Little Rock, Ark., namely, a rate of 18 cents per 100 pounds on wheat and its products and a rate of 15 cents per 100 pounds on other kinds of grain, known as coarse grains, including corn and oats, and the products of such coarse grains, declared unlawful, so far as applied to such transportation after said traffic has been carried to St. Louis by railroad from points outside that city, and defendants required to reduce the former rate to the extent of 5 cents and the latter to the extent of 4 cents.

Holcomb-Hayes Company *v. Illinois Central Railroad Company et al.* (13 I. C. C. Rep., 16.)

235. The Commission does not approve the practice whereby a carrier puts in rates with a clause under which they expire after a short time, for the purpose of enabling the Commission to do justice in a particular case. In order to prevent the discriminations which the act was intended to defeat, the Commission, in such cases, will hereafter require the rates to remain in effect for a definite period of time to be designated in the order.
236. Complainant is entitled to recover from defendants the sum of \$3,071.56, as reparation for unjust and unreasonable charges on specified shipments of cross-ties made under the rates complained of in this case.

Chicago & Milwaukee Electric Railroad Company *v. Illinois Central Railroad Company et al.* (13 I. C. C. Rep., 20.)

237. Complainant demands through routes and general class and commodity rates on movements in both directions between points on its own line and points on the lines of the defendants, but it appeared from the record in the case that the shipping community described therein was already supplied with a reasonable or satisfactory through route. For this reason the complaint should be dismissed.
238. The proviso in section 15 of the amended law limiting the power of the commission to establish through routes and joint rates to cases where "no reasonable or satisfactory through route exists" was not intended to afford a means by which new lines, with the aid of the Commission, may profitably force their way into shipping districts built up and already well served by older lines, and thus seize and divide with the latter such traffic as may be offered for movement. The purpose of the clause was to afford relief to shipping communities and not to aid carriers to acquire strategic advantages in their contests with one another.

239. The act makes no distinction between railroads that are operated by electricity and those that use steam locomotives; both are subject to the act when engaged in interstate transportation and are entitled to equal consideration in any controversy before the Commission.

Milwaukee-Waukesha Brewing Company v. Chicago, Milwaukee & St. Paul Railway Company et al. (13 I. C. C. Rep., 28.)

240. Upon the circumstances disclosed by the record; *Held*, That defendants' refusal to apply their carload rates to shipments of mineral water when transported with beer and beer products in mixed carloads is not unlawful. *Paper Mills Co. v. Penn. R. Co. et al.*, 12 I. C. C. Rep., 438, cited and approved.

Banner Milling Company v. New York Central & Hudson River Railroad Company. (13 I. C. C. Rep., 31.)

241. Complainant insisted that the differential of 2 cents per 100 pounds upon grain and grain products to New England points in favor of New York was excessive; *Held*, following *Boston Chamber of Commerce v. Lake Shore & Michigan Southern Ry. Co.*, 1 I. C. C. Rep., 436; *Toledo Produce Exchange v. Lake Shore & Michigan Southern Ry Co.*, 5 I. C. C. Rep., 166, that upon the record the Commission would not disturb this differential.

242. Complainant is engaged in grinding spring wheat flour at Buffalo in competition with mills located at Minneapolis. On May 1, 1907, rate from Buffalo to New York on flour was advanced from 10 cents to 11 cents per 100 pounds, while no similar advance was made from Minneapolis; *Held*, That this 11-cent rate and one of 13 cents to New England points were unjust and unreasonable and should not exceed 10 cents to New York and 12 cents to New England points.

243. No order will be made in this case pending leave granted the defendant to put in a proportional rate on ex-lake grain, which would correct the discrimination.

Thornton & Chester Milling Company v. Delaware, Lackawanna & Western Railroad Company et al. (13 I. C. C. Rep., 37.)

244. Decision in *Banner Milling Co. v. N. Y. C. & H. R. R. Co.*, *supra*, cited and applied.

Washburn-Crosby Company v. Erie Railroad Company et al.

245. Decision in *Banner Milling Co. v. N. Y. C. & H. R. R. Co.*, *supra*, cited and applied.

Washburn-Crosby Company v. Lehigh Valley Railroad Company. (13 I. C. C. Rep., 39.)

246. Decision in *Banner Milling Co. v. N. Y. C. & H. R. R. Co.*, *supra*, cited and applied.

Washburn-Crosby Company v. Pennsylvania Railroad Company. (13 I. C. C. Rep., 40.)

247. Rates on grain and grain products for domestic consumption from Buffalo to Philadelphia and Baltimore are $\frac{1}{2}$ per cent per 100 pounds lower than to New York, but from Chicago to Philadelphia and Baltimore such rates are 2 cents and 3 cents per 100 pounds, respectively, lower than to New York; *Held*, upon application for the same differentials from Buffalo as from Chicago to Philadelphia and Baltimore, that Buffalo is not entitled to these differentials. The failure of Buffalo to obtain these differentials is due to its location—a disadvantage which defendant has never attempted to equalize in the past and which in the opinion of the Commission, defendant ought not to be required to equalize now.

Miller Walnut Company v. Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 43.)

248. Defendants' rate of 26 $\frac{1}{4}$ cents per 100 pounds for the transportation of walnut lumber from Oklahoma City, Okla., to Galveston, Tex., for export, is under the circumstances unjust and unreasonable and should not exceed 21 $\frac{3}{4}$ cents per 100 pounds for the future.

Ocheltree Grain Company v. St. Louis & San Francisco Railroad Company. (13 I. C. C. Rep., 46.)

249. Previous to December 12, 1906, defendant's rate on snapped corn from Lavery, Okla., to Millican, Tex., and from Lavery, Okla., to Navasota, Tex., had been for a long time 29 cents per 100 pounds, but by tariff effective upon that date the rate was advanced to 36½ cents per 100 pounds. This advanced rate was continued in effect until February 17, 1907, when it was reduced to the former rate, where it stands to-day. Upon that statement we must hold that the rate charged complainant was excessive. The fact that the defendant had for some time maintained a rate of 29 cents and has since reduced its rate to the same figure is in the nature of an admission upon its part that this rate is a fair one, unless explained. Reparation allowed.

Reliance Textile & Dye Works v. Southern Railway Company et al. (13 I. C. C. Rep., 48.)

250. The rate on cotton piece goods from certain producing mills in the South to nearby dye works and from the dye works to Chicago is less than the combination from the mill to the dye works of the complainant at Cincinnati and from thence to Chicago. This is for the reason that the rate from southern mills to Chicago through Cincinnati is less than that to Cincinnati plus the local from Cincinnati, and this is due to the fact that the rate from southern mills to Chicago is competitive with that from New England; *Held*, That while the better combination in favor of the southern dye works may be a discrimination against the works of the complainant, it is not, under all the circumstances, undue and therefore unlawful.

251. Where a discrimination results from the combination of a state and an interstate rate, both established by the same carrier, the matter is not withdrawn from the jurisdiction of this Commission by the fact that the discrimination is produced by an improper state rate—certainly not when the state rate is voluntarily made by the carrier.

Bovaird Supply Company v. Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 56.)

252. A rate of 75 cents per 100 pounds on rope in carloads from San Francisco, California, to Independence, Kansas, is not shown to be unreasonable.
253. Erroneous application of an unlawful rate is not evidence that a higher lawful rate thereon is unreasonable.
254. A rate to one point that does not permit of disadvantageous competition from a point beyond enjoying a lower rate does not create unreasonable prejudice as to the one or give undue preference to the other.
255. The Commission views with disfavor the maintenance of a lower rate for a longer haul than for a shorter one included within the longer, and the circumstances and conditions obtaining at the more distant point which are relied upon to justify it must not only be clearly shown to be substantially dissimilar from those prevailing at the nearer point, but also to clearly exercise a potent or controlling influence in making the lower rate.
256. If the influence of competition between points of production, in commodities, between carriers, and in rates prevailing at the farther distant point, but not at the nearer one, controls the establishment of a lower rate to the former, it will constitute such dissimilarity of circumstances as will justify the lower rate for the longer haul.
257. Competition in commodities alone, at the nearer point, will not make the circumstances there substantially similar to those at the farther point where the other competitive influences and conditions also prevail.
258. Dissimilar circumstances which justify under section 4 a greater charge for a shorter than for a longer haul will also prevent such rate from constituting an illegal preference or advantage under section 3.
259. Upon discovery that shipments have through mistake been moved at an unlawful rate the carrier should forthwith demand and the shipper forthwith pay the difference between such unlawful rate and the legal rate applicable thereto.

Muskogee Commercial Club et al. v. Missouri, Kansas & Texas Railway Company. (13 I. C. C. Rep., 68.)

260. Complainants' motion for rehearing in this proceeding denied.

Powhatan Coal & Coke Company v. Norfolk & Western Railway Company et al. (13 I. C. C. Rep., 69.)

261. Complaint alleges that the method of car distribution known as the "coke-oven basis," enforced by defendant railway company in the Pocahontas Flat Top coal district in West Virginia, unduly discriminates against complainant, and asks that the so-called "capacity basis" of car distribution be adopted; *Held*, upon all the facts and circumstances in the case, that the coke-oven basis does not fairly measure the relative rights of the various operators in said coal district, but unduly discriminates against complainant and operates to the unreasonable preference of other mining companies in the same field.

262. While the mine capacity of a given shipper may be greater than his allotment of cars, yet where this is also the case as to other shippers similarly situated in the same coal field, it is the duty of the carrier, when the supply of cars is inadequate, to fairly distribute the available number among all operators.

Pittsburg Plate Glass Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company et al. (13 I. C. C. Rep., 87.)

263. Unjust discrimination in rates against domestic shipments of plate glass in favor of import shipments was alleged, on the ground that rates on the former are relatively higher than the inland rail proportion of the total charge from the point of origin in a foreign country.

264. Under the law, as interpreted by the Supreme Court of the United States in *Texas & Pacific Railway Company v. Interstate Commerce Commission*, 162 U. S., 197, the Commission can not consider such disparity in rates alone as constituting unjust discrimination.

265. In considering the question of alleged unjust discrimination in favor of shippers of import plate glass moving from the ports of entry in this and adjacent foreign countries to interior American destinations, and against domestic shipments between points in the United States, it is the duty of the Commission to look to the circumstances and conditions affecting the matters involved, not only in this country, but in the entire field of commerce, here and abroad. It is well settled by the highest judicial authority that the existence and effectiveness of competition between carriers, whether by rail or water, whether subject to the federal act of regulation or not, and competition of markets, or the absence of such competition, are, among other things, pertinent to the question of similarity of circumstances and conditions, and as to whether the discrimination complained of and shown is or is not undue or unreasonable.

266. To make the total through charge from a foreign point of origin the absolute measure of the rate to be charged on domestic traffic from the port of entry in this country through which the import shipment moves would be to establish a hard and fast rule difficult if not impossible for the rail carriers in this country to conform to in the establishment and publication of their rates, in view of that uncertain and flexible element involved in the ascertainment of the total through charges, to wit, the rates to the port.

267. Discriminations of the nature referred to in sections 3 and 4 of the act, in so far as they result from the bona fide action of a carrier in meeting circumstances and conditions not of its own creation, and which are reasonably necessary for that purpose, do not of necessity fall under the condemnation of the law.

268. Transportation from a seaport of the United States or an adjacent foreign country to an interior American destination, in completion of a through movement of freight from a point in a foreign but not adjacent country, whether upon a joint through rate or upon a separately established or proportional inland rate applicable only to imports moving through, is not a "like service" to the transportation of traffic starting at such domestic port, though bound for the same destination.

269. As held in numerous decisions of the Supreme Court, it is neither required by law nor just that the rates of a carrier on traffic subject to intense competition shall mark the limit or measure of its rates on traffic not subject to such competition. Being bound to consider the more intense competition to which the transportation of the foreign product is subject as one of the "circumstances and conditions" affecting the relative adjustment of rates, the Commission can not, solely upon the basis afforded by a comparison of the inland proportion of the through rate from the foreign point of origin with the rate applying on domestic shipments of plate glass in this country, condemn the latter as unreasonable or unjustly discriminatory. As rates applying on domestic shipments of plate glass between points in this country were challenged mainly on the ground of unjust discrimination and not on account of their unreasonableness *per se*, and as there is no basis in the record of the case as presented for a determination as to whether these rates are or are not just and reasonable of themselves, the complaint is dismissed without prejudice.

Eddleman et al. v. Midland Valley Railroad Company. (13 I. C. C. Rep., 102.)

270. Petition of complainants asking for an order requiring defendant to reestablish its station at Elder, Okla. (formerly Indian Territory), denied, because the interest of the general public does not require it and such reestablishment would be an unnecessary burden upon defendant.
271. If complainants had a contract with defendant to locate and maintain its station at Elder, they may perhaps maintain a suit at law for breach of that contract; but this Commission has no power to award damages for failure to perform such a contract.

Traffic Bureau, Merchants' Exchange of St. Louis, v. Missouri Pacific Railway Company et al. (13 I. C. C. Rep., 105.)

272. Petition for rehearing in this case denied, but for reasons stated in the opinion the differential between Kansas City and St. Louis to the territory mentioned is made 1 cent less than the former order contemplated—that is to say, 12 cents on coarse grains and their products and 14 cents on wheat and its products.

Forest City Freight Bureau v. Ann Arbor Railroad Company et al. (13 I. C. C. Rep., 109.)

273. Forest City Freight Bureau, a concern which admits members upon written contract to perform certain services in return for an annual fee, is an association competent to bring a complaint before the Commission under the act to regulate commerce. The fact that it may not be able to answer in costs in case such should be awarded against it on an appeal from the Commission to the courts does not take away its right to bring complaint under the act.
274. The inclusion of wire brushes and brooms, not toilet, in cases in less than carloads, in the first class is unreasonable. Defendants ordered to classify such brushes and brooms in the third class.

Romona Oolitic Stone Company v. Vandalia Railroad Company. (13 I. C. C. Rep., 115.)

275. A rule of a carrier subject to the act to regulate commerce, by which shipments of stone from nonscale points are billed from such points at weights equal to the marked capacity of the cars, subject to correction when weights are taken, is unreasonable, because upon such cars as are not, in fact, weighed before delivery the carriers proceed to collect freight upon such marked capacity weights. A change of such rule to a rule that such shipments shall be billed at the published carload minimum held to be also indefensible.
276. Defendant carrier ordered to desist and refrain from showing purported weights upon its billing until such weights shall have been ascertained either by weighing or by some fair method of computation from cubic contents.

Forest City Freight Bureau v. Ann Arbor Railroad Company et al. (13 I. C. C. Rep., 118.)

277. Complainant is an association within the meaning of section 13 of the act and is therefore competent to bring complaint before the Commission.

278. The inclusion of wire coat hooks, packed in cases, when shipped in less than carload lots, in the third class in Official Classification territory is not shown to be unreasonable, and the complaint is dismissed.

In the matter of rates, practices, accounts, and revenues of carriers subject to the act to regulate commerce. (13 I. C. C. Rep., 123.)

279. Practices of certain carriers relative to interstate shipments declared illegal and criminal prosecutions requested to be instituted.

Manning v. Chicago & Alton Railroad Company et al. (13 I. C. C. Rep., 125.)

280. The powers conferred upon the Commission by the act were not intended to be exercised for the purpose of ascertaining whether an individual stockholder has been wronged by such transactions as those in question in this case. The investigation which the complainant desires is not required by considerations of public interest or the proper discharge of official duties and should therefore be refused.

Minneapolis Threshing Machine Company v. Chicago, Rock Island & Pacific Railway Company. (13 I. C. C. Rep., 128.)

281. Complainant is entitled to recover from defendant the sum of \$640.52, as reparation for unjust and unreasonable charges on specified shipments of farm machinery made under the rates complained of in this case.

Merchants Traffic Association v. Pacific Express Company. (13 I. C. C. Rep., 131.)

282. Complaint is made of a general special rate of \$2 on milk and cream from St. Paul, Nebr., to Denver, Colo., lawfully in force only because of inadvertent omission of defendant to file its mileage scale of milk and cream rates under which the lawful rate between these points would have been 58 cents. After this complaint was brought defendant filed on short notice mileage tariff naming the 58-cent rate. This being satisfactory to the parties it was stipulated on the hearing that the complaint might be dismissed. In making the stipulation effective the Commission orders the maintenance of the 58-cent rate for a period of not less than two years, but holds the case under further advisement for purposes stated in the opinion.

In the matter of the application of the Georgia Southern & Florida Railway Company for extension of time to comply with "An act to promote the safety of employees and travelers upon railroads by limiting the hours of service of employees thereon." (13 I. C. C. Rep., 134.)

283. A petition for relief under this act does not show "good cause" when it merely alleges that the law ought not to be enforced at certain stations or classes of stations, because the number of train orders handled is small and there is no need of increasing the force of employees.

Lewis et al. v. Chicago, Rock Island & Pacific Railway Company. (13 I. C. C. Rep., 138.)

284. Complainants prayed for an order requiring defendant to reestablish facilities at Fanshawe, Okla., for the receipt and delivery of interstate traffic, and at the hearing defendant agreed to put in certain facilities satisfactory to complainants, and it appearing that the public interest would be subserved by the fulfillment of this understanding, the complaint is dismissed without prejudice.

In the matter of the petitions of various carriers for extension of time within which to comply with "An act to promote the safety of employees and travelers upon railroads by limiting the hours of service of employees thereon." (13 I. C. C. Rep., 140.)

Petitioners ask extension of time within which to comply with an act of Congress approved March 4, 1907, at a number of stations covered

by the thirteen-hour provision and at nearly two-thirds, in the aggregate, of the stations on their lines to which the nine-hour provision relates, alleging in some cases inability to secure the additional force required and in most cases the financial hardship which compliance imposes. *Held*:

285. That to grant such wholesale orders of extension would in effect interfere with the policy of this legislation in its fundamental aspects and amount to an amendment of the law by the official body charged with its administration.
286. That to grant extension on account of financial distress would open the door to endless uncertainties, because there is no possible means of determining the degree of financial distress which would justify extension, and if mere financial hardship is good cause for postponing compliance, it was equally good cause for refusal to pass the law.

Lanin-Harris Coal & Grain Company et al. v. St. Louis & San Francisco Railroad Company. (13 I. C. C. Rep., 148.)

287. Certain shippers applied for cars to ship hay, which the carrier, by reason of car shortage, could not furnish at the time and place desired; the carrier informed the shippers that it had certain cattle cars which it could furnish if the shippers would clean and suitably prepare them for the shipments of their hay at their own cost and expense; the shippers accepted these cars upon these terms, cleaned and prepared them, and shipped their hay therein, and then claimed reparation for the cost and expense incurred by them; *Held*, upon the foregoing statement of facts, that the shippers' claim for reparation based on cost of preparing said cattle cars be denied and their complaint be dismissed.

North Brothers v. St. Louis & San Francisco Railroad Company. (13 I. C. C. Rep., 152.)

288. The defendant carrier for some years had a proportional rate of 15 cents per 100 pounds on hay when carried from Kansas City, Mo., through a part of the State of Kansas, to Cape Girardeau, Mo. This rate was canceled and a higher rate became effective for a short time. Thereafter the 15-cent rate was restored. During the time the higher rate was in effect complainant shipped 2 carloads of hay over the route named; *Held*, That the rate in excess of 15 cents per 100 pounds on hay in carloads when shipped from Kansas City, Mo., over the route named, to Cape Girardeau, Mo., is unjust and unreasonable, and that complainant is entitled to an order for reparation.

Lanin-Harris Coal & Grain Company v. Missouri Pacific Railway Company et al. (13 I. C. C. Rep., 154.)

289. Two cars of coal were shipped by complainant from Springfield, Ill., to Kansas City, Mo., via the Wabash Railroad, and, after arrival at Kansas City, one car was forwarded by complainant to Salina, Kans., and one to Kipp, Kans., both going via the Missouri Pacific Railway. The joint rate on coal from Springfield to Salina or Kipp via Kansas City is \$3.73 per ton, whereas the combination rate is \$3.50. On the foregoing shipments defendants charged and collected the higher joint rate. Upon complaint that this charge is unreasonable; *Held*, That these shipments consisted of strictly local shipments into and out of Kansas City, and that the application of the joint through rate was not in accordance with the published tariffs, but that the lawful rate applicable on such shipments was the combination of locals. Reparation awarded.
290. There can be but one legal rate between two points. This rate must be (a) the local rate if over one road, or (b) the joint rate if over a through route composed of two or more roads which have agreed to a joint rate, or (c) a combination of separately established rates applicable on through business over a through route which does not enjoy a joint rate.
291. In general, joint through rates are lower than the sum of the locals between two points, and obviously there can very seldom be any transportation reason why such should not be the case.

Wagner, Zagelmeyer & Company v. Detroit & Mackinac Railway Company et al. (13 I. C. C. Rep., 160.)

292. Complaint alleges that since July 13, 1906, the Detroit & Mackinac Railway Company has discriminated against complainants in furnishing cars for interstate shipments of ice from Tobico, Mich., and that rates charged by defendants on ice from Tobico to points in Ohio are unreasonable; *Held*, under the circumstances disclosed by the record, that complainants were not unduly prejudiced in their car supply, and that the joint rates on ice from Tobico to points in Ohio are not shown to be unreasonable *per se* or relatively. Complaint dismissed.

Hollis Stedman & Sons v. Chicago & Northwestern Railway Company et al. (13 I. C. C. Rep., 167.)

293. In February, 1904, complainants shipped three carloads of potatoes from Wautoma, Wis., to Springfield, Mo., over the following route designated by them: From Wautoma to Chicago via Chicago & Northwestern, thence via Illinois Central to East St. Louis, and thence via St. Louis & San Francisco to Springfield, and paid the combination of locals rate of 38½ cents per 100 pounds. Complainants insist that this rate is unreasonable, because the shipments might have been made from Wautoma to Springfield over other lines for 25 cents per 100 pounds; *Held*, That the higher charge was due solely to complainants' error; that the Commission has no jurisdiction to establish a joint through rate, since a satisfactory one already exists, and that the rate charged is not found to be unreasonable in itself.

294. If these shipments had been routed via St. Louis instead of East St. Louis the rate would have been 1½ cents less per 100 pounds. Apparently the Illinois Central was at fault in billing the shipments to East St. Louis instead of St. Louis, and should make good this overcharge.

Gentry v. Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 171.)

295. On complaint of failure of defendants to establish a through route and joint rate on lumber, lath, and shingles from Ashland, Tex., to Nash, Okla., it appeared that there formerly existed joint rates over two established routes between these points, but that they have been recently canceled; *Held*, That there is at the present time no satisfactory through route or joint rate for the shipment of such commodities between said points, and that a joint through rate of 28½ cents per 100 pounds should be established over through route specified herein.

Pecos Mercantile Company v. Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 173.)

296. Under the circumstances and conditions shown to exist in this case, the Commission is unable to find that the class rates now in effect for transportation of property from Chicago, St. Louis, Omaha, and Denver to El Paso, Tex., unduly prejudice Pecos, Tex., or that the lower rates from such points of origin to El Paso constitute a violation of the fourth section of the act as that section is construed by the courts. Complaint dismissed.

Rattle et al. v. Pere Marquette Railroad Company. (13 I. C. C. Rep., 179.)

297. While the right to use private cars may doubtless be denied to shippers by appropriate legislation, in the absence of a specific enactment to that effect the Commission is not prepared to say that their use in itself is unlawful; but if their use results under a given set of circumstances in an unlawful advantage to their owners and an unlawful disadvantage to other shippers, a question is presented which under existing legislation is within the control of the Commission and may be made the basis of such relief as the facts may justify.

298. Because of defendant's insufficient equipment a number of worn-out cars no longer serviceable for interstate movements were acquired and fitted up by certain shippers for the transportation of their hay

from local points on the Port Austin division of defendant's line to junction points with other lines, where the hay was transferred to empty system cars and moved forward to eastern markets; *Held*, That defendant's course in stopping its own cars as well as the cars in its control of connecting carriers, at such junction points, there to be loaded with hay from the "private" cars, instead of sending them up the line to the loading points where all the shippers might share in their distribution, was to the detriment and at the expense of complainants and other independent dealers, and amounted to a denial to the complainants of the equal enjoyment of the facilities of defendant and was therefore an unlawful discrimination.

Chickasaw Compress Company et al. v. Gulf, Colorado & Santa Fe Railway Company et al. (13 I. C. C. Rep., 187.)

299. Complainants, owning cotton compresses at Ardmore and Pauls Valley, Okla., respectively, allege that the practice of defendants whereby cotton originating at points north of Ardmore and Pauls Valley is carried by those points to Gainesville, Tex., for compression, while cotton originating at points south of Gainesville is not permitted to be carried north through Gainesville to Ardmore and Pauls Valley for compression, results in unjust discrimination against complainants; and ask that this Commission establish a rule requiring defendants to have all cotton compressed by the compress nearest the point of origin.

300. Carriers are permitted to adjust their rates, regulations, and practices with due regard to the circumstances and conditions confronting them and the natural currents and laws of trade and commerce.

301. The movement of cotton from points in Texas northwardly for compression at Ardmore and Pauls Valley from as far south of Gainesville as cotton may be moved to Gainesville from points north of Ardmore and Pauls Valley would not be affected unless the rates from such points of origin should be protected, irrespective of whether or not a higher rate is in effect from the compress point, and to require this would be to entirely disregard the back haul and the added expense incident thereto. The movement of cotton is almost entirely southward from all points located on defendants' lines, and cotton originating at points north of Ardmore and Pauls Valley naturally moves through Gainesville when transported by defendants. To require the defendants to haul cotton northwardly through Gainesville for compression at Ardmore and Pauls Valley, and to protect on such shipments rates not higher than those in effect from points of origin to ultimate destination, where such cotton must be ultimately hauled back through Gainesville to southern ports, would not be justified upon the record; *Held*, under the circumstances and conditions shown to exist in these cases, that the discrimination complained of is not undue. Complaints dismissed.

Coomes & McGraw v. Chicago, Milwaukee & St. Paul Railway Company et al. (13 I. C. C. Rep., 192.)

302. Complainant shipped over defendants' lines from Elk City, Okla., 7 carloads of broom corn to Sioux City, Iowa, via Omaha, paying 60.85 cents per 100 pounds on 1 car, 80.5 cents per 100 pounds on another car, and on the remaining 5 cars \$1.14 per 100 pounds. The combination of local rates on this commodity from Elk City to Sioux City, based on Omaha, is 60.85 cents per 100 pounds, whereas the joint through rate was at the time of the shipments \$1.14; but subsequently defendants voluntarily established a joint through rate of 60.85 cents. Pending protest against paying the \$1.14 rate on 2 of these cars, unloading was delayed, causing demurrage charge, which was paid by complainant.

303. Rates duly established in accordance with the requirements of the act to regulate commerce are binding upon carriers and shippers alike so long as they remain in effect. The law requires that such rates shall be reasonable and just and authorizes the Commission to award reparation on account of the exaction of unreasonable transportation charges. It follows that although a rate is by the

terms of the law binding upon all so long as it remains in effect, such rate may be found and declared to be unlawful and reparation awarded on account of its exaction. To hold otherwise would be to make the mere establishment of rates by a carrier conclusive of their reasonableness and justness and leave shippers without recourse for the recovery of excessive charges. It is the duty of carriers and shippers to observe the established rates, and there can be no waiver of demurrage charges which accrue by reason of the refusal of consignees to accept shipments and unload cars pending a contest or dispute as to the reasonableness of the established rates; *Held*, upon the foregoing facts, that the joint through rates of 80.5 cents and \$1.14 were unjust and unreasonable, in so far as the same exceeded the sum of the locals, and reparation awarded on that basis; but reparation on account of demurrage charges denied.

American Asphalt Association *v.* Uintah Railway Company. (13 I. C. C. Rep., 196.)

304. Where a railroad has been constructed for a special purpose, and does not form part of any general industrial development, it does not stand in the same relation to the public as a railroad chartered and built for general purposes, and the reasonableness of its rates must be determined by the financial returns which they produce rather than by comparison with rates in effect elsewhere.

305. *Held*, That under the peculiar circumstances of this case a rate of \$8 per ton is a reasonable charge to be imposed by the defendant for the transportation of gilsonite, a low-grade commodity, a distance of 54 miles.

In the matter of rates, practices, accounts, and revenues of carriers subject to the act to regulate commerce. (13 I. C. C. Rep., 212.)

306. Practices of certain carriers and certain shippers relative to interstate shipment declared to be illegal, and criminal prosecutions requested to be instituted.

Haines et al. *v.* Chicago, Rock Island & Pacific Railway Company et al. (13 I. C. C. Rep., 214.)

307. This Commission is the creature of statute, and its authority is derived from the act of Congress creating the Commission and the various amendments. Its function is to administer the act to regulate commerce and not to enforce conditions found in federal or other charters. While a violation of the conditions of the acts of Congress granting the rights of way may be grounds for forfeiture, the remedy is in the courts, as it is not the province of this Commission to enforce compliance with conditions subsequently found in railroad charters.

308. Since the admission of Oklahoma as a state the Commission is without power to fix rates to be observed in the future within the present limits of that state.

309. Rates between points within the present limits of the state of Oklahoma held not unreasonable at the time shipments in question moved.

310. The present rate of \$1.85 per ton on shipments of slack coal from Weir and Midway, Kans., to Goltry, Okla., is unreasonable and should not exceed \$1.50 per ton.

311. Rates between other points outside the present state of Oklahoma and points within that state held not unreasonable.

Merchants' Traffic Association *v.* New York, New Haven & Hartford Railroad Company et al. (13 I. C. C. Rep., 225.)

312. Complaint alleges that the all-rail rate on cotton piece goods from New England points to Denver, Colo., of \$1.79 per 100 pounds, in any quantity, is unreasonable, and prays that Denver be accorded a carload rate on such cotton fabrics; *Held*, upon consideration of the testimony and argument, that the application for a carload rating be denied, but that the \$1.79 rate is excessive and should not exceed \$1.50. As no order can properly be made upon this record, complaint dismissed.

313. This rate to Denver is not a joint through rate, but is made up of the local rate from New England to St. Louis plus the rate from St. Louis to Denver, or in some cases from St. Louis to Kansas City and from Kansas City to Denver. The Commission might perhaps order a reduction of these several locals to such an extent as to bring the entire rate within the figure named; but the Commission would be passing upon a through rate from New England to Denver and no such rate is now in existence. The proper method to follow in cases like this, where no joint rate exists, is to cite before the Commission the proper defendants and pray for the establishment of a through route and joint rate. Upon a petition of that sort the Commission has power to do justice both to Denver and between the different carriers participating in the transportation.

314. Upon the hearing complainant offered the findings and order of this Commission in the former case and insisted that this ought to be sufficient to establish its right to an order in the present case; *Held*, That under the amended act the entire matter must be tried *de novo*.

Raven Red Ash Coal Company et al. v. Norfolk & Western Railway Company. (13 I. C. C. Rep., 230.)

315. The rate on coal in earloads from mines on the Clinch Valley division of the Norfolk & Western Railway to the eastern seaboard is 10 cents per ton more than from mines on its Pocahontas division. Complainants ask that the rate on coal from their mines on said Clinch Valley division to the eastern seaboard should be the same as that of their competitors in the Pocahontas fields, the distances being substantially the same; *Held*, That complainants are entitled to relief prayed for, but no reparation will be granted.

Ocheltree Grain Company v. Chicago, Rock Island & Pacific Railway Company. (13 I. C. C. Rep., 238.)

316. Defendant, having satisfied the claim and changed the rate complained of, is ordered to keep present rate on snapped corn in effect for two years.

Amarillo Gas Company v. Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 240.)

317. Defendants' rate of \$3.35 per ton of 2,000 pounds on coke in earloads from the Trinidad coal and coke district, in Colorado, to Amarillo, Tex., is excessive and unreasonable and should not exceed \$2.90 per ton, the rate now in force for the transportation of soft coal between the same points.

Merchants Freight Bureau of Little Rock, Ark., v. Midland Valley Railroad Company et al. (13 I. C. C. Rep., 243.)

318. Upon complaint showing failure of defendants to establish through routes and joint rates for transportation of cotton seed, in earloads, from certain points on Midland Valley Railroad in Oklahoma to Little Rock, Ark.; *Held*, That failure of defendants to establish such routes and rates unduly discriminates against complainant in favor of manufacturers at Fort Smith, Ark., and Muskogee, Okla.

Quimby et al. v. Maine Central Railroad Company et al. (13 I. C. C. Rep., 246.)

319. Complainants, situated in the eastern portion of Washington County, Me., allege that by reason of their location they can not take advantage of the milling-in-transit privilege on corn, although their competitors at Bangor and Lewiston, Me., can do so, and therefore allowance of the transit privilege at Bangor and Lewiston constitutes undue discrimination against complainants; *Held*, That the disadvantage under which complainants labor is primarily due to their unfavorable location and that it is not the province of the Commission to overcome disadvantages of this nature by adjustment of transportation charges.

Cedar Rapids & Iowa City Railway & Light Company v. Chicago & Northwestern Railway Company. (13 I. C. C. Rep., 250.)

320. On complaint of failure by defendant to establish through routes and joint rates with complainant between interstate points on their respective roads, it appeared that the shipping communities at points

on complainant's line between Coralville, Iowa, and Cedar Rapids, Iowa, do not at this time enjoy the benefit of any reasonable or satisfactory through route from and to Chicago and other points reached by defendant; *Held*, That through routes and joint rates thereover which shall not exceed by more than 10 per cent the class and commodity rates of defendant between Chicago and other points and Cedar Rapids should be established and maintained for the transportation of interstate traffic from and to Coralville and all other points on complainant's line intermediate to Cedar Rapids to and from Chicago and other points on the line of defendant via junction point of the two roads at Cedar Rapids.

321. *Chicago & Milwaukee Electric Ry. Co. v. Illinois Central R. R. Co.*, 13 I. C. C. Rep., 20, cited and affirmed and the distinction made between the transportation requirements of mere loading points serving one or more farms, as described in that case, and the more extensive requirements of small centers where general merchandising is done and the products of the countryside are concentrated for shipment, and coal, lumber, and other commodities are brought in to supply local needs.

Gentry v. Chicago, Rock Island & Pacific Railway Company et al. (13 I. C. C. Rep., 257.)

322. For reasons given in *Haines v. C., R. I. & P. Ry. Co. et al.*, 13 I. C. C. Rep., 214, the complaint in this case is dismissed.

Wyman, Partridge & Company et al. v. Boston & Maine Railroad et al. (13 I. C. C. Rep., 258.)

323. Unless a railway forming a part of a lake-and-rail route sees fit to hold itself responsible for losses arising from perils of the sea, it should tender to the public a transportation contract which leaves shippers free to arrange for their own marine insurance.

324. The defendants advanced their through rates from eastern points to Chicago and Minneapolis 3 cents per 100 pounds on first class and 1½ cents on Rule 25, etc., and these new rates included the cost of marine insurance. The bill of lading issued did not show definitely the rights of the shippers thereunder; *Held*, That the advanced rates are unreasonable and should be reduced unless the carriers issue bills of lading making them responsible for loss by perils of the sea.

Cosmopolitan Shipping Company v. Hamburg-American Packet Company et al. (13 I. C. C. Rep., 266.)

325. Complaint in this case alleges that defendant steamship companies transport traffic under through bills of lading between inland points of the United States and foreign ports and are thereby subject to the jurisdiction of this Commission; that such defendants have made an arrangement for the pooling of eastbound export traffic moving by rail to Atlantic ports and thence by steamship lines to points in Denmark, Sweden, Norway, Finland, and German points on the Baltic; that this "Baltic pool" arbitrarily determines the ultimate rates from such inland points of the United States to such foreign ports via the North Atlantic ports; and that the Hamburg-American Packet Company maintains a monopoly of westbound and eastbound traffic forwarded on local and on through bills of lading between Germany and other continental countries and inland cities of the United States. The prayer is that the Commission declare the "Baltic pool" to be an illegal pooling of freights under the act, that the monopoly of the Hamburg-American Packet Company be declared unlawful, and that general relief be granted. To this complaint defendants demur, on the grounds (1) that this Commission has no jurisdiction of the subject-matter, or power to proceed against defendants, and (2) that the complaint sets forth no matter which is cognizable by this Commission, or which it has been given authority to remedy; *Held*, That for reasons stated in the opinion, the demurrer will be sustained and the complaint dismissed.

326. This Commission has no jurisdiction as to shipments moving from ports of the United States to a foreign country not adjacent when such shipments are not carried by rail, or by rail and water, from an inland point of origin to a port of transshipment. An inland move-

ment of export or import traffic is a condition precedent to the attaching of jurisdiction.

327. The jurisdiction of this Commission is not to be determined by anything other than the language of section 1 of the act, and in this section is found a clear distinction drawn between interstate commerce and foreign commerce to a country not adjacent to the United States; and this distinction saves such foreign commerce from the effect of that provision of the section as to continuous carriage beyond the American seaboard.
328. The Commission may regulate interstate traffic, whether by rail or by a combined rail-and-water route, from point of receipt to point of delivery; but the Commission in its control over foreign commerce is limited to the regulation of such traffic, whether by railroad or by a combination of rail and water carriers, from and to the point of transshipment.
329. The act provides no machinery by which its provisions can be enforced as to trans-Atlantic steamship lines; the absence of such provision can be explained only by accepting the interpretation that the Commission has no jurisdiction in the premises.
330. The pooling of traffic by water carriers is plainly a matter over which this Commission has no jurisdiction.
331. A rail carrier may control, or connect with, a line of steamships engaged in foreign commerce, with which it may interchange business as freely as with another rail carrier, and it may quote a combined rate for the through movement, the agent of the railroad company acting as the agent of the steamship company in so doing.
332. The act provides that this Commission shall exercise jurisdiction over the inland portion of the haul, either to or from the foreign country; and it must logically and necessarily follow that the rate which must be filed with the Commission under section 6 of the act is the rate governing such movement. On foreign commerce the rate to be published with this Commission should be the rate to the port and from the port—an open rate, which any who desire to do so may use with equal advantage.
333. This position does not conclude the Commission against an examination into the relation which exists between the rail carriers of the United States and the defendant water carriers and condemnation of such arrangement, if the rail carriers to the seaboard are by any means whatsoever disobeying any provision of the act or omitting to comply with its every requirement.

Merchants' Traffic Association v. Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 283.)

334. While defendants' rate on camera and camera stands from St. Louis to Denver is high, it is not so excessive as to warrant interference.
335. Defendants' rate applied to shipments of motorcycles from St. Louis to Denver should not exceed that imposed upon bicycles between the same points.

Larsen Canning Company v. Chicago & Northwestern Railway Company et al. (13 I. C. C. Rep., 286.)

336. Complainant directed that its shipments of two carloads of canned vegetables from Green Bay, Wis., to Washington, Ohio, move via a certain route over which there was no joint through rate, and the sum of the locals was applied. The goods might have been shipped by complainant between these points over a route having a joint rate less than the sum of the locals; *Held*, That the initial carrier was bound to observe the instructions of the consignor in this case. It was also bound to collect the published rate applicable to the designated route and entails no liability under the law for so doing.
337. No evidence was introduced tending to show that the rate charged and collected was unreasonable and unjust *per se*. Complaint dismissed.

Commercial Club of Duluth v. Northern Pacific Railway Company et al. (13 I. C. C. Rep., 288.)

338. By their tariffs defendants offer free storage in transit at Duluth, Minn., or Superior, Wis., on both east and west bound lake freight during the closed season of navigation. The practice is for inland

shippers to bring their traffic to the warehouses at such ports before the close of navigation, where they are held in free storage by defendants until ordered forward by rail at the balance of the through rate from eastern points of origin. The Duluth merchants, having their business houses at the point where the storage is given, are compelled to pay storage and also dockage and switching charges. Complainant alleges that this business deprives Duluth of its advantage of location at the head of the lakes and operates to transfer such advantage to inland points. It appears that the privilege is open to all shippers alike and that the practice is not confined to defendants, but is forced by competition of other lines operating through other lake ports; *Held*, That the record in this case does not at this time justify condemnation of a practice in which so many carriers and shippers not parties to the record are interested.

339. The fact that the privilege of free storage is more valuable to inland merchants than to merchants at lake ports does not necessarily make the privilege unlawful. The position of complainant is that the privilege takes away from the lake ports an advantage of its location; but the better position seems to be that the inland jobbing centers, by reason of their location at points where the competition of several lake ports operates, also have advantage of location, one result of which is seen in the effect of this privilege of free storage.

American Grocer Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company et al. (13 I. C. C. Rep., 293.)

340. Reparation, in the case of a through shipment upon which the rate charged was made up of a joint rate to the gateway plus the local rate of the delivering carrier, which local rate alone is alleged to be unreasonable, will be awarded where the delivering carrier, within a reasonable time after the shipment moved, put in effect a rate conceded by the complainant to be reasonable and stipulated that an order of reparation be directed against it alone.

Forest City Freight Bureau v. Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 295.)

341. The inclusion by carriers operating under the Western Classification of multigraphs, in cases in less than carloads, in double first class is unreasonable. Defendants ordered to classify such multigraphs as $1\frac{1}{2}$ times first class.

Field v. Southern Railway Company et al. (13 I. C. C. Rep., 298.)

342. The Commission has no authority under the act to regulate commerce to require carriers to establish special fares, based upon less than the normal passenger mile revenue, for the use of passengers on particular occasions or for special purposes. On that ground, and also on the ground that the legal right of carriers to issue party-rate tickets and confine their use to theatrical companies has been fully considered by the Commission, this complaint for an order requiring the defendants to reestablish such party rates is dismissed on motion of the Commission.

Railroad Commission of Kentucky v. Louisville & Nashville Railroad Company et al. (13 I. C. C. Rep., 300.)

343. Complaint questions reasonableness of rates between Owensboro and Henderson, Ky., and points in Trunk Line and Central Freight Association territory; it also alleges that such rates result in unjust discrimination against Owensboro and Henderson and give undue preference to Evansville, Ind. The carriers most directly interested in the Evansville rates for the most part serve the territory north of the Ohio River, while those most directly interested in the rates to Owensboro and Henderson serve the territory south of the river. There is greater density of population and of traffic in the territory north of the Ohio River known as Central Freight Association territory, in which Evansville is situated, than in territory south of the river, in which Owensboro and Henderson are situated. The general adjustment of rates throughout Central Freight Association territory due to the conditions therein prevailing naturally has a forceful

effect upon the Evansville rates. The larger volume of traffic and greater number of carriers operating in that territory create a greater degree of competition, and the rates generally have been adjusted with a view to meeting the conditions resulting therefrom.

344. It is not incumbent upon a road to measure the rates to all points on its line from and to which it handles the bulk of the traffic by lower rates fixed by competitors operating over a more direct route to some other point also on its line, but to which it handles an unappreciable volume of traffic. So to hold would be totally to disregard the effect of competitive conditions which the Supreme Court has held in numerous cases as justifying the application of lower rates to farther distant points over the same line in the same direction. The long and short haul section of the act, as construed by the courts, prohibits the charging of a higher rate to a less distant point only where the carrier responsible for both rates occupies a like relation to the more distant point to which the lower rate applies.

345. The record fails to show that the rates in question are, under present conditions, unreasonable in and of themselves or that the circumstances and conditions under which the traffic is handled to and from Evansville are so substantially similar to those under which traffic is handled to and from Owensboro and Henderson as to make the charging of higher rates to and from the last-mentioned points unjustly discriminatory as compared with the rates applying between Evansville and the same points in Trunk Line and Central Freight Association territories. Complaint dismissed.

Lykes Steamship Line v. Commercial Union et al. (13 I. C. C. Rep., 310.)

346. An ocean carrier established under the laws of Cuba and transporting traffic between Habana and Galveston is not subject to the act to regulate commerce.

347. The rule laid down in the case of the *Cosmopolitan Shipping Company*, 13 I. C. C. Rep., 266, followed.

348. The word "adjacent," as used in the act to modify the words "foreign country," would seem to mean adjacent in the sense of the possibility of substantial continuity of rails.

Laning-Harris Coal & Grain Company v. St. Joseph & Grand Island Railway Company. (13 I. C. C. Rep., 317.)

349. Under Western Trunk Line Committee Joint Through Freight Tariff No. 802, I. C. C. No. 701, the rate on soft coal from Springfield, Ill., to Leona, Kans., is 10.0013 cents per 100 pounds, not 9.0013 cents per 100 pounds.

Lincoln Commercial Club v. Chicago, Rock Island & Pacific Railway Company et al. (13 I. C. C. Rep., 319.)

Defendants exact higher rates on the commodities named below, to Lincoln, than to Omaha, from the same points of origin in Kansas and territory south and west of the Mississippi River, for substantially the same distances; *Held*

350. That the rate upon coal may properly be 15 cents per ton higher to Lincoln, and upon paving brick and cement 1½ cents per 100 pounds higher to Lincoln than to Omaha.

351. That with respect to lumber, glass and glassware, salt, rice, egg-case fillers, and sugar, rates from said points of origin to Lincoln should not exceed those to Omaha.

Baer Brothers Mercantile Company v. Missouri Pacific Railway Company et al. (13 I. C. C. Rep., 329.)

352. A railroad company whose road lies entirely within the limits of a single state becomes subject to the act to regulate commerce by participating in a through movement of traffic from a point in another state to a point in the state within which it is located, although its own service is performed entirely within the latter state.

353. To maintain a petition before this Commission for the recovery of excessive freight charges it is not necessary that the payment of the freight should have been made under protest.

354. A rate of 45 cents applied to the transportation of beer from Pueblo to Leadville, which is part of a through transportation from St. Louis to Leadville, is excessive; such rate should not exceed 30 cents per 100 pounds. Reparation awarded.

355. The bringing of a suit in the United States circuit court for the recovery of excessive railway charges is not a bar to a subsequent proceeding before this Commission where that suit was dismissed without prejudice, and for the reason that the Commission had never passed upon the reasonableness of the rate involved.

Hydraulic Press Brick Company v. St. Louis & San Francisco Railroad Company et al. (13 I. C. C. Rep., 342.)

356. Defendant's rate of 48 cents per 100 pounds for the transportation of enameled brick from Cheltenham, Mo., to New Iberia, La., is under the circumstances unjust and unreasonable, and should not exceed 30 cents per 100 pounds for the future. Reparation awarded.

357. The practice of inserting obscure and general clauses in voluminous tariff publications, to the effect that where a combination of locals, either general or in specific instances, will make a lower aggregate through rate than the specific joint through rate therein stated, the former will be used, has been found by long experience to result in gross misapplication of the tariffs and in unjust discriminations. Under this practice the individual or concern whose business is large enough to warrant the employment of a traffic or rate expert will be able to secure combinations resulting in lower aggregate charges than can be secured by the smaller or occasional shipper who is unable to employ such an expert and who is required to pay the joint through rate appearing on the face of the tariff. It is self-evident that if such discriminations are to be broken up there can be but one lawful rate in effect at a given time on any commodity in the one direction between two points.

358. A carrier may in its own interest, if it so desires, carry for a longer distance over its own line than would be necessary if carried between the same points over the line of its competitor, in order to obtain a portion of the competitive business, upon terms that will afford some profit. It does not necessarily follow, however, that a carrier in competing for traffic in this way thereby subjects itself to an order compelling it to do so.

Nebraska State Railway Commission v. Union Pacific Railroad Company. (13 I. C. C. Rep., 349.)

359. Complaint alleges that rates charged by defendant for the transportation of coal from Rock Springs and Hanna, Wyo., to points in Nebraska are unreasonable.

360. The fact that there is competition for the purchase of this coal between Nebraska communities and communities in Wyoming and Utah affords no justification to the carrier for charging more than a reasonable rate for the transportation of such coal as the Nebraska people may succeed in buying. No justification exists for the maintenance of a blanket rate on coal to all points on defendant's lines in Nebraska.

361. The rate of \$4.50 per ton applying on lump coal from Rock Springs and \$3.50 per ton from Hanna to points in Nebraska on the line of defendant between the Nebraska-Wyoming boundary and Grand Island, including the latter point and points on the branch line from Kearney to Callaway, Nebr., are unjust and unreasonable. Just and reasonable rates prescribed.

Detroit Chemical Works v. Northern Central Railway Company et al. (13 I. C. C. Rep., 357.)

362. The rate of \$2.32 per ton of 2,240 pounds on imported iron pyrites from Baltimore to Detroit is now and was during the time it was in effect unreasonable and unjust, and should not exceed \$2.21 per ton. Reparation awarded.

Detroit Chemical Works v. Erie Railroad Company et al. (13 I. C. C. Rep., 363.)

363. The rate of \$3.32 per ton of 2,240 pounds on imported iron pyrites in carloads from New York to Detroit is now and was during the time it was in effect unreasonable and unjust, and should not exceed \$2.81 per ton. Reparation awarded.

Hussey *v.* Chicago, Rock Island & Pacific Railway Company. (13 I. C. C. Rep., 366.)

364. Reparation asked on account of alleged unreasonable freight rates charged on shipments of cross-ties moving between April 25 and August 12, 1907, from Barnett to McAlester, Ind. T. Subsequent to the movement of these shipments and the filing of the petition herein this territory was admitted as a State into the Union, and the points of origin and destination are now located in the State of Oklahoma. By the act of Congress admitting Oklahoma to statehood the intra-territorial jurisdiction of the Commission ceased to apply to territory now embraced in that State. The Commission can make no lawful order in any case of which it has no jurisdiction under the provisions of the act to regulate commerce. Complaint dismissed for want of jurisdiction.

Bunch Company et al. *v.* Chicago, Rock Island & Pacific Railway Company et al. (13 I. C. C. Rep., 377.)

365. The complaint having been satisfied by the restoration of the rate previously in force and the withdrawal of the rate complained of by tariff duly filed, is, on application of complainants, dismissed.

In the Matter of Demurrage Charges on Privately Owned Tank Cars. (13 I. C. C. Rep., 378.)

366. Private cars owned by shippers and hired to carriers upon a mileage basis are subject to demurrage when such cars stand upon the tracks of the carrier, either at point of origin or point of destination, but are not so subject when upon either the private track of the owner of the car or the private track of the consignee. The carrier must charge demurrage in all cases where such demurrage is imposed by tariff provision upon its own equipment, except when a privately owned car is upon a privately owned siding or track, and the carrier is paying, or is responsible for, no rental or other charge upon such car. A privately owned car, in the sense in which that expression is here used, is a car owned and used by an individual firm, or corporation for the transportation of the commodities which they produce or in which they deal.

Goff-Kirby Coal Company et al. *v.* Bessemer & Lake-Erie Railroad Company. (13 I. C. C. Rep., 383.)

367. Where the defendant has in effect a rate upon bituminous coal it should apply that rate to the transportation of cannel coal.

Johnston & Larimer Dry Goods Company et al. *v.* Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 388.)

368. Rates on cotton piece goods from Atlantic seaboard territory to Wichita, Kans., via Galveston, Tex., should not exceed \$1.25 per 100 pounds. This recognizes a differential of 32 cents against Wichita, which under normal conditions and upon the present basis of rates ought not to be exceeded.

369. The present rate upon knit goods from Atlantic seaboard territory to Wichita via Galveston of \$1.64½, producing a differential against Wichita of 26½ cents, is not unjust or unreasonable.

Georgia Rough & Cut Stone Company *v.* Georgia Railroad Company et al. (13 I. C. C. Rep., 401.)

370. A low rate on stone paving blocks was made to permit shippers to compete with producers in other states, upon the condition, which was expressed in the tariff, that the minimum carload weight should be the marked capacity of the car. Complainant knew the weight of a cubic foot of paving blocks and always counted the number placed in a car; never specified capacity of car desired, although, upon request, could have had cars ranging from 40,000 to 100,000 pounds capacity; always had sufficient material to load to marked capacity of car received, which could have been easily loaded to and beyond that capacity; and from October 1, 1904, to November 30, 1907, found no difficulty in loading to marked capacity of the cars received. Upon this record and under the circumstances the regulation making the minimum carload weight the marked capacity of the car was not unjust nor unreasonable, and reparation based thereon is denied.

Masurite Explosive Company v. Pittsburg & Lake Erie Railroad Company et al. (13 I. C. C. Rep., 405.)

371. Masurite, which is a high explosive but not dangerous to handle, should be accorded a lower rate than dynamite, the handling of which is attended with great danger.

372. Masurite classified as 1½ times first class in less than carloads and second class in carloads, minimum 20,000 pounds.

Winter's Metallic Paint Company v. Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 409.)

373. A rate of 90 cents per 100 pounds, minimum 60,000 pounds, for the transportation of ground iron ore, from Chicago and Chicago points to Pacific coast terminals, is excessive, and should not exceed 60 cents per 100 pounds.

Missouri & Kansas Shippers' Association v. Atchison, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 411.)

374. A complaint by a voluntary association demanding reparation under general averments which do not name the members on whose behalf it is filed and do not with reasonable particularity specify and describe the shipments as to which the complaint is made does not operate to stop the running of the period of limitation provided in the law and does not give the members of the association the opportunity subsequently to come in and take advantage of the complaint by proving up their shipments, which would be barred of relief upon separate and individual complaints if then filed by themselves.

375. A statute of limitations is a wise method of forcing claimants either to assert their rights against others or definitely abandon them. Persons against whom claims may be made are fairly entitled to repose at some definite point of time, and this is especially true in connection with matters of transportation. Waybills and other papers accumulate in vast numbers in the course of a few months and carriers are entitled, if claims are to be made, to have them made with reasonable promptness.

376. The universal rule in the courts, also applicable to the Commission, seems to be that, under a system of pleading which permits a proceeding for damages to be instituted by the filing of a complaint, the statute of limitations does not cease to run against the demand until the complaint has been filed setting up the claim with sufficient particularity to make an issue. Until a definite cause of action has been pleaded there is nothing to arrest the running of the statute. All the elements fairly necessary to present the cause of action must be pleaded in a complaint filed with the Commission.

377. Under section 13 of the act a carrier has a definite *locus penitentiae* in order to determine whether it will yield to the demand made or contest it, and the carrier has the right to have the complaint so stated as to afford it the necessary information to enable it to determine whether to request the authority of the Commission to satisfy the demand or to make a formal answer. When the demand is made on behalf of unnamed shippers and on shipments that are not specified with reasonable particularity, this opportunity is not open to the carrier.

Cattle Raisers' Association of Texas v. Missouri, Kansas & Texas Railway Company et al. (13 I. C. C. Rep., 418.)

378. The conclusions announced by the Commission in this case in its opinion of August 16, 1905, are affirmed, and the rates therein pronounced excessive are held to be still excessive and unreasonable.

379. The rates prescribed to Chicago are held to be sufficient to carry a delivery at the Union Stock Yards, and the imposition of any terminal charge in excess of one dollar is declared unreasonable.

380. Reparation will only be allowed from August 29, 1906, when the complainant presented its petition for further proceedings under the amended act.

Royal Coal & Coke Company et al. v. Southern Railway Company. (13 I. C. C. Rep., 440.)

The defendant, the Southern Railway Company, on its Coster or Knoxville division, had in effect a plan of distribution of coal cars during

periods of car shortage whereby the available cars were divided between the mines furnishing the defendant with less than their total output for its fuel supply and the purely commercial mines, on the following basis:

The tonnage of the cars for railway fuel supplied to the fuel-contract mines was deducted from the rated capacities of such mines, and the remainder was considered the rating of such mines, on which they shared with the commercial mines in a pro rata distribution of the car tonnage available for commercial shipments.

This plan of car distribution applied only to cars assigned for the carrier's own fuel supply; there were no individual cars or cars owned by others than the carrier itself on that division, and the defendant treated foreign railway fuel cars as though they had been commercial cars, i. e., the billing of such cars was respected, but they were charged against the mines to which they were assigned as commercial cars.

The petitions did not complain of the defendant's method of rating the various mines; but the evidence introduced to prove the discriminations effected by the above plan of car distribution involved testimony showing the progressively decreasing relative ratings for the commercial mines that resulted from the greater relative car supply allotted by the defendant to the railway fuel-contract mines. The plan of car distribution, however, is in these cases the subject-matter of the complaint, not the mine ratings.

Upon the facts shown, it is *Held*:

381. That the plan of car distribution practiced by the defendant was unduly preferential of the fuel-contract mines, and resulted in an unreasonable disadvantage to the purely commercial mines.
382. That in the matter of car distribution, where there is an inadequate supply of coal cars, the only regulation or practice in respect to the transportation of coal from the mines that is just, fair, and reasonable to be hereafter followed is to allow to each mine its fair and just proportion of the coal cars, estimated upon its justly ascertained capacity, and without regard to whether the mine furnishes partly fuel coal and partly commercial coal, or commercial coal only.
383. That the carrier should publish, or post for convenient inspection, at frequent and regular intervals, the ratings of the various mines and the car tonnage received by them within the period covered by the report; in cases where commercial mines have received more or less than their equitable pro rata of the car tonnage during any particular period, the overplus or shortage for such mines should be adjusted, as far as possible, within the period next succeeding, and such correction should be shown in the subsequent reports.
384. That the carrier must be free to contract for the total output of a mine, if it so desires; or it may contract for any part thereof less than the whole, and it is entitled to get its fuel first. If, however, a mine contracts to furnish only a part of its output to the carrier for fuel, and if the filling of its contract with the carrier calls for its full pro rata of cars, or more, then it should receive no other cars for commercial shipments. If such a mine in filling its contract to supply fuel coal does not exhaust its equitable pro rata of cars, then cars should be given it for commercial shipments sufficient to complete its full pro rata share of all available cars.
385. That the occupation, the user, and the consequent reduction of the available equipment of the carrier are the vital matters in all plans of car distribution in times of shortage.
386. That the money damages alleged by the complainants, the Tennessee Coal Company and the Minersville Coal Company, were not proven with sufficient certainty to warrant the Commission in making any award, even if it had jurisdiction in such cases.

Traer, Receiver of the Illinois Collieries Company, *v.* Chicago & Alton Railroad Company et al. (13 I. C. C. Rep., 451.)

387. In establishing systems of car distribution defendants have given the mines located on their respective lines daily tonnage ratings, which ratings are not at issue in this controversy. Under the systems established each mine is entitled daily to such percentage of cars as

its tonnage rating bears to the total number of cars available for distribution for commercial purposes. Defendants' fuel cars, foreign railway fuel cars, and private cars are not charged against the distributive share of the mines to which they are assigned. Complainant contends that this plan of distribution gives to some mines more cars than they are entitled to under their several ratings, and unjustly discriminates against it and other mines and mine owners.

388. Defendants claim that the necessity for fuel with which to operate their lines gives them the right to make private contracts therefor, and that the failure to count against the mines the cars furnished for such fuel supply permits them to make advantageous contracts and to get their coal at a lower price; that if they counted their own fuel cars in the distribution they would not only have to pay a higher price for their coal, but might not be able to contract for it at all.
389. Fuel is necessary and essential to the operation of a railroad, and the right of a carrier to contract for the purchase of its fuel supply with one mine or with a number of mines must be conceded; but if a carrier and a mine owner make a contract for the fuel supply of the carrier which does violence to the act to regulate commerce or to the decisions of the courts, or is opposed to public policy, they are in no better position than the parties to any other contract which violates the legal principles relating thereto. A carrier can not inject illegalities in such contract and have it upheld on the ground of compelling necessity.
390. In these cases the Commission is of the opinion that as to the privately owned or leased cars and the foreign railway fuel cars the rule laid down in *Railroad Commission of Ohio v. H. V. Ry. Co.*, 12 I. C. C. Rep., 398, should apply, and that cars used by defendants upon their own lines for transportation of their own necessary fuel supply may be given in any numbers to the mine or mines from which such fuel supply is received, but if such mine or mines also ship commercial coal the fuel cars so supplied must be counted against the mine or mines.

Cardiff Coal Company v. Chicago, Milwaukee & St. Paul Railway Company et al. (13 I. C. C. Rep., 460.)

391. Complainant formerly was allowed through routes and joint rates over defendants' lines from its coal mines to certain interstate points, but subsequently this privilege was withdrawn. Complainant's daily capacity is in excess of the requirements of the local markets, and the complaint is filed for the purpose of securing a wider market. While such through routes and joint rates were in force complainant was able to sell a substantial volume of coal to the interstate territory in question, but since such withdrawal the greater part of this trade has been lost. While denying to complainant such an outlet from its mines, through routes and joint rates are maintained to such interstate points from other near-by mines. Upon petition of complainant for an order reestablishing the through routes and joint rates previously in effect; *Held*, That the routes over other lines referred to in the opinion are not reasonable or satisfactory; that complainant should again be accorded the through routes and joint rates over the lines of defendants, and that the refusal to establish through routes and joint rates from complainant's mines is an unlawful discrimination.
392. An interstate carrier, in order to build up enterprises of the same character on its own line and to prevent the trade of its local industries from being displaced by the competition of manufacturers of the same commodities on connecting lines, can not deny to industries on the lines of such connections the benefit of through routes and joint rates; nor is the fact that the revenues of the carrier may be reduced by establishing such through routes and joint rates a material consideration.
393. It may be laid down as a general rule admitting of no qualification that a manufacturer or merchant who has traffic to move and is ready to pay a reasonable rate for the service has the right to have it moved and to have reasonable rates established for the movement, regardless of the fact that the revenues of the carrier may be reduced by reason of his competition with other shippers in the distant markets; and he has the right also to have the benefit of through

routes and reasonable joint rates to such distant markets if no "reasonable or satisfactory" through routes already exist.

394. Complainant asks for the establishment of through routes and joint rates over the St. Paul in connection both with the Wabash Railroad and the Chicago, Indiana & Southern. If reasonable and satisfactory through routes existed to the points in question over *one* of those connecting lines, it would not be competent for the complainant to ask for the establishment of through routes to the same points over the *other* connecting line. Nor does the Commission regard it as competent, unless there are special circumstances justifying it, for a shipper, in the absence of any reasonable or satisfactory through routes, to ask for the establishment of such routes over *two* connecting lines.
395. While the Commission's power to establish a through route and joint rate is limited to particular cases where a reasonable or satisfactory through route does not already exist, yet such power is not confined to cases where enforcement of other provisions of the regulating statute is sought.
396. The second paragraph of section 3 of the act, providing that no carrier shall be required to give the use of its tracks and terminal facilities to another carrier engaged in like business, has no application to such a state of facts as this record presents. From no point of view is this a proceeding to acquire the use of one line by another; it is simply an effort on the part of complainant to reach certain interstate points with its coal.

Cardiff Coal Company v. Chicago & Northwestern Railway Company et al. (13 I. C. C. Rep., 471.)

397. This case involves a state of facts substantially similar to that presented in *Cardiff Coal Co. v. C. M. & St. P. Ry. Co. et al., supra*, and complainant is entitled to an order establishing through routes and joint rates to all strictly local points on the line of the principal defendant to which no through routes now exist from Cardiff.

Chandler Cotton Oil Company v. Fort Smith & Western Railroad Company. (13 I. C. C. Rep., 473.)

398. In all controversies before the Commission if there is lack of jurisdiction, either from the absence of essential facts or through want of power in the statute, it is the duty of the Commission, on its own motion, to deny jurisdiction.
399. The provision of the act to regulate commerce applying to carriers transporting property "from one place in a territory to another place in the same territory," so far as it related to the territory of Oklahoma, expired by its own force on November 16, 1907, when Oklahoma was admitted as a State. Complaint dismissed for want of jurisdiction.

Kindel v. Adams Express Company et al. (13 I. C. C. Rep., 475.)

400. The rates made by express companies upon small packages in competition with the United States mail are not to be taken as standards by which to determine the reasonableness of their rates upon larger packages.
401. In making express rates a base rate of so much per 100 pounds is fixed and to that is applied what is termed a "graduate" scale, which gives the rates upon smaller packages for a given base rate. All the defendants use the same scale, which was attacked by the complainant as "illogical and inconsistent." The only objection pointed out was that rates upon small packages did not correspond with those upon larger ones, which is due to competition with the mail in carrying small packages; *Held*, That the scale must be assumed to be a reasonable one in this proceeding and that the only inquiry as to the reasonableness of rates involved would be directed to the reasonableness of the base rate.
402. The fact that express rates in and out of a particular business locality are higher than those in and out of a competing locality from a common source of supply is not of the same importance as in case of freight rates, since the wholesaler ordinarily brings his merchandise in by freight and also distributes it by freight.

403. Within certain limits express rates and freight rates compete and to that extent express rates should be established with reference to freight rates.
 404. The main object of an express service is expedition, and express rates should not be so low as to attract business which might properly go by freight and thereby congest and interfere with the service by express.
 405. In determining the reasonableness of express rates but little reference can be had to the value of the property employed, since the connection between the value of the service and the cost of the property employed in rendering it is but slight.
 406. This is equally true of the capitalization of the defendants in this proceeding, which bears no relation whatever to the actual investment necessary to the conduct of the business.
 407. In determining whether the present charges of the defendants are reasonable, inquiry must be had into the character of the business, the amount of capital required for its conduct, the hazard involved, and, especially, the profits which these companies are now making under the rates attacked.
 408. Since this record presents no reliable information as to the results of the operations of these defendants under existing rates, no opinion is expressed as to the reasonableness of their rates in general. The inquiry is confined to rates in territory west of the Missouri River to and from Denver.
 409. A comparison of express rates in one locality with those in another is of much greater value than a similar comparison between freight rates, since the character of the business and the conditions under which it is transacted are more nearly the same.
 410. The base rates of \$4 per 100 pounds from Omaha to Denver and of \$4.25 per 100 pounds from Denver to Ogden are excessive and should not exceed \$3.50 and \$4, respectively.
 411. Rates from eastern destinations to Denver are constructed by adding together rates to the Missouri River and from the Missouri River and applying to the resulting base rate the graduate scale. The rate upon small packages thus obtained is much less than the sum of the locals upon the same package to and from the Missouri River and somewhat less up to 50 pounds in weight. The great majority of packages handled are under 50 pounds; *Held*, That this method of constructing through rates was not unlawful, for while the rate upon packages weighing 50 pounds and over would be somewhat high, the total result was reasonable.
 412. The practice of making rates from or to an exclusive office by combination of the full local rates through some junction point seems to be objectionable, but since there is no evidence in this case from which the effect of an order requiring the establishment of a through base rate and the application of the graduate scale to that rate can be determined, the Commission declines to interfere at this time with the present practice.
 413. The fact that under the postal regulations of England a package can be sent from London to Denver for 50 cents is no reason for pronouncing an express rate of 70 cents upon a package of the same size from Denver to London unreasonable.
- In the matter of allowances to elevators by the Union Pacific Railroad Company. (13 I. C. C. Rep., 498.)
414. Upon petition of the Chicago Board of Trade and other for a rehearing, the proceeding herein is reopened for further consideration.
- Frye & Bruhn et al. v. Northern Pacific Railway Company et al.* (13 I. C. C. Rep., 501.)
415. The difference in the character of testimony required to test the reasonableness of an entire schedule of rates covering the whole traffic of a particular carrier and that required to test the reasonableness of a rate on a particular commodity between two definite points considered and discussed.
 416. Evidence of rebates allowed in the past when offered by a shipper who unlawfully received them is not competent to show that the published rate is unreasonable.

417. The fact that defendants accepted, and complainant actually paid, less than the published rates, in violation and in defiance of law, raises no presumption that the published rate is unreasonable, but tends rather to raise a presumption that the defendants somewhere in their rate structure exacted from shippers of other commodities rates that were unreasonably high.
418. Complaint alleges that defendants' rate of \$170 per car for the transportation of live hogs in 36-foot single-deck cars from Missouri River, St. Paul, and points intermediate, to Seattle, is unreasonable; that from branch-line stations west of the Missouri River the local rate to main-line junction is added to the \$170 rate, making an unreasonable combination through rate; and that defendants unlawfully fail and refuse to publish rates for the transportation of live hogs in double-deck cars; and damages are prayed for on account of the exaction of the alleged excessive rate on numerous shipments; on account of alleged shrinkage in weight in single-deck cars; and for alleged losses to complainant's business during two years when alleged prohibitive rates were in force; *Held*, That the \$170 rate is not shown to be unreasonable; that there is not sufficient evidence in the record to warrant a finding that the combination rate applied on shipments from branch-line stations is excessive, but it seems that the local rate on the branch line ought to be absorbed; that the record does not justify requiring defendants to furnish double-deck cars and re-establish double-deck carload rates; and that claim for reparation must be disallowed, except on certain 10 carloads shipped in 1904 under an excessive rate of \$240 per single-deck car.

Morti v. Chicago, Milwaukee & St. Paul Railway Company. (13 I. C. C. Rep., 513.)

419. Rate of 34 cents per 100 pounds exacted by defendant for the transportation of cattle from Leon, Kans., to Chicago, Ill., found unreasonable to the extent of $2\frac{1}{2}$ cents per 100 pounds, and reparation in the sum of \$38.50 awarded to complainant.

Bannon v. Southern Express Company. (13 I. C. C. Rep., 516.)

420. Defendant's regulations as to contents of packages shipped under estimated weights have, in the past, been disregarded by complainant and laxly enforced by defendant, resulting in charges less than provided in tariff for actual weight shipped. Upon correction of those irregularities complaint was made that rate was unreasonable and reparation was demanded; *Held*, That the rate is not unreasonable and that where a shipper has in effect received a reduced rate on account of his own and carrier's irregularities, correction of those irregularities can not be made the basis for an award of reparation. Complaint dismissed.

Butters Lumber Company v. Atlantic Coast Line Railroad Company et al. (13 I. C. C. Rep., 521.)

421. Complainant is entitled to recover from defendants the sum of \$51.94, as reparation for unjust and unreasonable charge on specified shipments of lumber made under the rate complained of in this case.

Koch Secret Service v. Louisville & Nashville Railroad Company. (13 I. C. C. Rep., 523.)

422. Defendant is guilty of unjust discrimination in refusing a special excursion rate to parties of 10 or more persons in the employ of complainant, presented by it for transportation between Nashville, Tenn., and Evansville, Ind., while according said rate to parties of 10 or more persons of other avocations traveling between the same points at the same time. Reparation awarded.

White Water Farms Company v. Philadelphia, Baltimore & Washington Railroad Company. (13 I. C. C. Rep., 526.)

423. Rate of 55 cents per ton exacted by defendant on gross weight of car and lading for transportation of stable manure from Washington, D. C., to Glenndale, Md., found unreasonable to the extent it exceeded 40 cents per ton on actual weight of shipment, and reparation in the sum of \$17.54 awarded to complainant.

Fain & Stamps v. Atlantic Coast Line Railroad Company et al. (13 I. C. C. Rep., 529.)

424. A formal complaint being at issue, the parties adjusted the matter without a formal hearing, filed with the Commission the terms of the adjustment, and consented that the Commission establish a rate for the future and order reparation. Order made accordingly.

MacMurray v. Union Pacific Railroad Company. (13 I. C. C. Rep., 531.)

425. Reparation on account of alleged unjust discrimination of defendant in not furnishing complainant with his proper share of cars for shipment of grain at Wood River, Nebr., in November and December, 1906, while during that time complainant's competitors at that station were favored with grain cars, denied, as the testimony discloses that the time mentioned was during the car-shortage season, and that the business of complainant and his competitors suffered in common during that time, and no undue discrimination in furnishing cars by defendant was satisfactorily shown.

Wellington et al. v. St. Louis & San Francisco Railroad Company. (13 I. C. C. Rep., 534.)

426. Complainants are entitled to recover from defendant sums mentioned in the report as reparation on account of the nonabsorption of switching charges at Kansas City on specified shipments of wood made under the circumstances appearing in this case.

Reynolds v. Southern Express Company. (13 I. C. C. Rep., 536.)

427. The law requires that the several classes of common carriers subject to its provisions shall fix just and reasonable charges for transportation services, and the authority of the Commission to prescribe a reasonable rate when invoked in a proper case is not restricted by the terms of any agreement between an express company and a railroad company.

428. It is not sufficient for a carrier when called upon to justify a rate, the reasonableness of which is questioned, to assert that its rates generally are fair and just and that no change may properly be made in any particular rate because it would disturb the integrity of the system as a whole and produce inconsistencies. In dealing with a particular rate the Commission may consider such other rates as affording a basis for comparison, but where a given rate is found to be unreasonable the Commission will not hesitate to order such rate reduced, although the reduction might disarrange the relative adjustment existing between this and other rates.

429. Defendant's rate on cream of \$3.90 per 10 gallons from Columbia, Tenn., to Jacksonville, Fla., held to be unreasonable, and a reasonable and just rate therefor not exceeding \$2.75 for the movement of the cream and the return movement of the empties prescribed.

Benton Transit Company v. Benton Harbor-St. Joe Railway & Light Company. (13 I. C. C. Rep., 542.)

430. The withdrawal of lake-and-rail rates for the winter during the period of closed navigation with the intention of restoring them with the opening of navigation in the spring is not sufficient to take from the jurisdiction of the Commission a rail line which, like the defendant, lies wholly within one State, because during that limited time it has no connections by which it can actually engage in interstate traffic.

431. The complaint in this case was filed the day after certain interstate rates had been suspended for the winter, but it appeared, when the complaint came on for hearing, that the rates had been restored. Upon objection made that the Commission was without jurisdiction to proceed except upon a new or amended complaint; *Held*, That the point was not well taken; and that, having jurisdiction when the complaint came on to be heard the Commission, being an administrative body, ought not to delay the hearing upon a purely technical objection that does not reach the merits of the controversy.

432. Whether a satisfactory through route exists depends upon the facts and circumstances of each case. While the three steamboats of the Graham & Morton Line, with which the defendant now has through routes and joint rates for the transportation of fruit from certain

points in the State of Michigan by rail to Benton Harbor and thence across Lake Michigan to Chicago, can doubtless carry all the fruits produced in the territory in question, its ability satisfactorily to handle the traffic is to be measured by the least adequate of its facilities. And if it can not promptly deliver the traffic over its wharf at Chicago, and thus causes delays that result in financial losses to shippers, the through route by that line can not be said to be satisfactory.

In the matter of released rates. (13 I. C. C. Rep., 550.)

433. If a rate is conditioned upon the shipper's assuming the risk of loss due to causes beyond the carrier's control, the condition is valid.
434. If a rate is conditioned upon the shipper's assuming the entire risk of loss, the condition is void as against loss due to the carrier's negligence or other misconduct.
435. If a rate is conditioned upon the shipper's agreeing that the carrier's liability shall not exceed a certain specified value, (a) the stipulation is valid when loss occurs through causes beyond the carrier's control; (b) the stipulation is valid, even when loss is due to the carrier's negligence, if the shipper has himself declared the value, expressly or by implication, the carrier accepting the same in good faith as the real value, and the rate of freight being fixed in accordance therewith; (c) the stipulation is void as against loss due to the carrier's negligence or other misconduct if the specified amount does not purport to be an agreed valuation, but has been fixed arbitrarily by the carrier without reference to the real value; (d) the stipulation is void as against loss due to the carrier's negligence or other misconduct if the specified amount, while purporting to be an agreed valuation, is in fact purely fictitious and represents an attempt to limit the carrier's liability to an arbitrary amount.
436. A carrier may lawfully establish a scale of charges applicable to a specific commodity and graduated reasonably according to value. These rates must be applied in good faith, regard being had to the actual value of the property offered for shipment.
437. A carrier must not make use of its released rates as a means of escaping liability for the consequences of its negligence, either wholly or in part.
438. It is a mischievous practice for carriers to publish in their tariffs and on their bills of lading rules and regulations which are misleading, unreasonable, or incapable of literal enforcement in a court of law.
439. A stipulation that an additional charge of 20 per cent shall be collected on property that is shipped not subject to limited liability is unreasonable.

Marshall Michel Grain Company v. Missouri Pacific Railway Company. (13 I. C. C. Rep., 566.)

440. Complainant shipped 2 carloads of bran, milled in transit, from Salina, Kans., to Little Rock, Ark., over defendant's direct line through Coffeyville, and was charged the published through rate, which is higher than an alleged combination of a rate, on bran over defendant's line to Kansas City, Mo., plus a proportional rate from Kansas City to Little Rock; *Held*, That under defendant's tariffs there was no combination on Kansas City less than the through rate.

Romona Oolitic Stone Company v. Chicago, Indianapolis & Louisville Railway Company. (13 I. C. C. Rep., 569.)

441. Decision of the Commission in the similar case of *Romona Oolitic Stone Company v. Vandalia R. R. Co.*, 13 I. C. C. Rep., 115, adhered to, and defendant carrier ordered to desist and refrain from showing purported weights upon its billing until such weights shall have been ascertained either by weighing or by some fair method of computation from cubic contents.

Macbride Coal & Coke Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company. (13 I. C. C. Rep., 571.)

442. The Commission may afford relief from the imposition of demurrage charges upon a showing that the complainant has been subjected

either to unjust discrimination or to the payment of unreasonable charges. As the record in this case does not warrant a finding of unjust discrimination or unreasonable charges, the complaint is dismissed.

443. If complainant contends that demurrage charges exacted by defendant did not constitute a lawful lien upon the property, and that defendant's action amounted to an unlawful conversion, its action should have been brought before some court of competent jurisdiction and not before this Commission, whose function is to enforce the provisions of the act to regulate commerce and kindred laws.

Leonard v. Kansas City Southern Railway Company et al. (13 I. C. C. Rep., 573.)

444. Under the act to regulate commerce, as amended June 29, 1906, a carrier by railroad operating entirely within a state becomes subject to the provisions of the act if it engages in interstate transportation, although it has entered into no arrangement with any other carrier by railroad or water for the movement of traffic between points upon its line and points without the state.

445. The movement of freight from a point in one state to a point in another state by rail must be regarded as an entirety and every railroad participating in that movement thereby becomes subject to the act to regulate commerce even though its service is performed entirely within a single state.

446. Under the circumstances stated in the report the Kansas City Southern Railway should give to the complainant the benefit of the \$3 switching charge which it absorbs when delivery is made to a connection for switching purposes within the switching limits of Kansas City, although in this case the delivery to the Belt Railway is without such switching limits.

New Albany Furniture Company v. Mobile, Jackson & Kansas City Railroad Company et al. (13 I. C. C. Rep., 594.)

447. Complainant, finding that competitive manufacturing points in similar territory had rate adjustments which gave such points an advantage over complainant in nearly every available market, sought, at the hands of defendants, a rate adjustment that would permit it to enter eastern markets. After a year of negotiation, rates were so adjusted and complainant changed its patterns, methods, etc., at considerable expense in order to manufacture for the market so opened to it.

448. Defendants were unable to agree upon satisfactory divisions of the rates so established, and on that account as well as because of threatened reduction of rates from competitive points increased the rates from complainant's factory one year after they were established.

449. The rates were low before the increase, but having been established after prolonged negotiations especially for the purpose of permitting complainant to reach a particular market, and in preference to making a readjustment in some other direction or territory, and complainant having adjusted its business thereto, defendants may not by an arbitrary advance in those rates destroy complainant's business, there being no evidence that the rates advanced were less than the cost of service.

450. The greater portion of the advance in rates condemned as unreasonable and unjust under the facts in these cases, and reparation awarded.

Randolph Lumber Company v. Seaboard Air Line Railway et al. (13 I. C. C. Rep., 601.)

451. The Norfolk & Western Railway reaches from Petersburg, Va., certain Ohio territory, and the same territory is reached by the Chesapeake & Ohio from Richmond, Va., over its own line and that of its connections. The Seaboard Air Line Railway extends from Petersburg to Richmond, Chester, Va., being located upon that line, midway between these two cities. Rates upon lumber from Petersburg, Va., to these Ohio points are the same and have been long established. The Atlantic Coast Line transports lumber from Petersburg, through Chester via Richmond, to these Ohio destinations in connection with the Chesapeake & Ohio at the rate prevailing from Petersburg;

but it applies a higher rate to the transportation of lumber taken up at Chester; *Held*, That in making the higher rate from Chester the carriers did not violate the third or fourth section, since competitive conditions at Petersburg not obtaining at Chester force the rate from Petersburg.

452. The rate from Chester, which is a joint through rate established by the Seaboard Air Line and the Chesapeake & Ohio, should not, however, exceed the rate from Richmond by the full amount of the local from Chester to Richmond.

Anthony Wholesale Grocery Company v. Atchinson, Topeka & Santa Fe Railway Company et al. (13 I. C. C. Rep., 605.)

453. The facts appearing in this case indicate that the differential of 6 cents per 100 pounds in carloads on rice and sugar from points in Texas and Louisiana against Anthony, Kans., as compared with Wichita, Hutchinson, Winfield, and Arkansas City, Kans., is not just and should not exceed 3 cents, and that the rates on other commodities and the class rates should be adjusted on approximately the same relative basis.

La Salle & Bureau County Railroad Company v. Chicago & Northwestern Railway Company. (13 I. C. C. Rep., 610.)

454. Under the circumstances of this case no order can properly be made requiring defendant to publish in its tariffs any allowance for transportation of freight by complainant from and to La Salle Junction, Ill., or to pay complainant allowances for specific service performed between certain dates.

455. When rates are filed and published, carriers must abide thereby. No allowances of any kind not specified in tariffs can lawfully be paid.

456. The power of the Commission to award reparation does not extend to the division of rates between connecting carriers. Claims *ex contractu* are not cognizable by the Commission. It can not, therefore, order the payment of money for services performed, nor for a debt due one carrier from another on account of joint rates for a joint service. Such claims rest upon contract, express or implied. The jurisdiction of the Commission and its authority in this respect are limited to reparation for damages caused by violation of some provision of the act to regulate commerce.

457. Complainant's application for leave to amend its complaint, so as to make it cover establishment of through routes and joint rates from and to La Salle over its line to and from all points over defendant's line, is denied. The Commission does not favor a practice of ingrafting an application for through routes and joint rates onto a claim for reparation upon the basis of that here presented.

England & Company v. Baltimore & Ohio Railroad Company. (13 I. C. C. Rep., 614.)

458. On the facts shown of record: *Held*, That the complainant is entitled to recover from defendant \$488.61 as reparation on account of the exaction of unlawful storage and insurance charges at West Fairport, Ohio, on specified shipments of rye.

Topeka Banana Dealers' Association et al. v. St. Louis & San Francisco Railroad Company et al. (13 I. C. C. Rep., 620.)

459. Defendants' rule of assessing charges on the weight of bananas at point of origin instead of on the weight of the fruit at destination is not, under the circumstances of the case, unjust and unreasonable.

460. The fixing of the minimum weight at 20,000 pounds on shipments of bananas from New Orleans and Mobile to points west of the Mississippi River, while assessing a minimum weight of 18,000 pounds to Chicago and points east of the river, does not result in undue discrimination, as it appears that such difference in minima is made to meet competition through Baltimore and that cars of bananas from New Orleans and Mobile are usually loaded from 2,000 to 4,000 pounds in excess of the 20,000-pound minimum.

461. Complaint that section 4 of the act is violated in that a lesser rate is charged on bananas from New Orleans to Burlington, Iowa, than to

Kansas City, an intermediate point, is not sustained, as the joint rate quoted via Kansas City is a paper rate on which the traffic does not move, the bananas destined for Burlington moving through St. Louis.

462. Defendants' banana rates from Mobile and New Orleans to Kansas City and adjacent points are not found to be unreasonable.

Rhineland Paper Company v. Northern Pacific Railway Company et al. (13 I. C. C. Rep., 633.)

Complaint challenged reasonableness of 8-cent rate on pulp wood, Duluth, Minn., to Rhineland, Wis., and rate adjustment on paper from Rhineland to points east of Mississippi River, whereby Rhineland is charged rates 2 cents in excess of those applying from the Fox River district in Wisconsin. During the proceeding the 8-cent rate on pulp wood was reduced to 6.95 cents. *Held:*

463. That the reduced rate on pulp wood is not shown to be excessive.
464. That, upon all the facts disclosed, the rate adjustment on paper is not shown to be unlawful. Weight to be given by Commission to a contract for establishment of certain rates discussed and ruling in *Commercial Club of Omaha v. C. & N. W. Ry. Co.*, 7 I. C. C. Rep., 386, reaffirmed.

Payne-Gardner Company v. Louisville & Nashville Railroad Company. (13 I. C. C. Rep., 638.)

465. The petition questions the reasonableness of the rate of 31 cents per 100 pounds applied by defendant to the transportation of sugar in earloads from New Orleans, La., to Gallatin, Tenn., and alleges that this rate constitutes unjust discrimination against dealers at Gallatin in favor of other shippers located at Nashville, Tenn., and Bowling Green and Louisville, Ky. Reparation is asked on account of the exaction of this alleged unreasonable rate; *Held:* That the present rate of 31 cents per 100 pounds applying on sugar from New Orleans to Gallatin is unreasonable and unjust, and that the reasonable rate to be charged for this transportation in the future should not exceed 25 cents per 100 pounds.
466. Advantages of location, such as proximity to a navigable stream or strong competition between carriers, naturally result in lower rates to a town so situated, and it is not the province of the Commission to disturb the resulting rate relations unless the discrepancy is so great as to effect an unjust discrimination against the noncompetitive point; but the mere fact that a given town has been recognized as a trade center, and is enabled by its more favorable rate adjustment to distribute in a certain territory, can not justify the continuance of relative rates which result in undue preference.
467. The law contemplates relatively fair rates between different places, and the dealer located in a small town is entitled to a reasonable adjustment which will enable him to compete on an equitable basis with dealers at trade centers enjoying the benefit of competitive rates.

Phillips-Trawick-James Company et al. v. Southern Pacific Company et al. (13 I. C. C. Rep., 644.)

468. Complaint attacks the reasonableness of rates on canned goods and dried fruit from Pacific coast terminals to Nashville as compared with other points in Tennessee, Ohio, and Kentucky, and alleges violation of the fourth section of the act; *Held:* That the rates complained of are not unreasonable *per se* and that they do not unjustly discriminate against Nashville and in favor of the other points named.
469. The record discloses that the traffic involved in the complaint is hauled through Nashville to farther distant points at lower rates than are charged at Nashville by only one defendant, and by that defendant to only four of the points mentioned in the complaint. The controlling conditions of competition at each of those four points are found to be such as to relieve defendant from the charge of violating the long and short haul section of the act.

Fort Smith Traffic Bureau *v.* St. Louis & San Francisco Railroad Company et al. (13 I. C. C. Rep., 651.)

470. The concurrent existence of two separate and distinct rates on the same commodity is condemned when the traffic moves over the same route in the same direction, between the same points, and the carriers, by their published tariffs, assume to charge one rate or the other according to the ultimate use to which the commodity is to be put.
471. Tariffs which apply rates upon commodities according to their use are improper. The carrier has no right to attempt to dictate the uses to which commodities transported by it shall be put. The duty of a common carrier is to transport commodities at its tariff rates and on equal conditions for all.

Thompson Lumber Company et al. *v.* Illinois Central Railroad Company et al. (13 I. C. C. Rep., 657.)

472. The rate of 12 cents per 100 pounds now in effect on hardwood lumber from Memphis to New Orleans is unreasonable and should not exceed 10 cents per 100 pounds.

Burgess et al. *v.* Transcontinental Freight Bureau et al. (13 I. C. C. Rep., 668.)

473. Rates upon soft-wood lumber from Pacific coast producing points may properly be lower to eastern destinations than rates upon hardwood lumber from such eastern destinations to Pacific coast points.
474. A rate of 85 cents per 100 pounds from Chicago and Chicago points to Pacific coast points, upon hardwood lumber, is excessive; that rate should not exceed 75 cents.
475. Where a shipper has paid an excessive rate he may recover as reparation the difference between the rate paid and what would have been a reasonable rate at the time, even though he may not ultimately be damaged by the payment of the higher rate.
476. Reparation is allowed in this case only from the date of the filing of the complaint.

Oregon & Washington Lumber Manufacturers' Association et al. *v.* Union Pacific Railroad Company et al. (14 I. C. C. Rep., 1.)

477. On or about November 1, 1907, the roads running east from the timbered sections of Oregon, Washington, British Columbia, Idaho, and Montana, together with their connections, raised the rates upon lumber, shingles, and other forest products to nearly all destinations in the United States in which that lumber finds a market. The increase in rates was not uniform to all points, but in a great proportion of instances it equaled 20 or 25 per centum of the rates theretofore in effect. The rates so increased had been substantially the same since 1893, when the Great Northern Railway Company established eastbound rates upon lumber and other forest products which would move the traffic to points where it could find a market in competition with like products from other sources of supply, and which would thus give loading for cars that were being hauled east empty. The lumber industry in the Pacific northwest grew to enormous proportions and generally was highly profitable. Large numbers of men were employed, and vast amounts of capital were invested therein.
478. The increase in rates came substantially contemporaneously with the effect on the Pacific coast of the financial depression of 1907. A great portion of the lumber mills were obliged to shut down and practical stagnation in the lumber trade ensued. The lumber manufacturers and shippers united generally in complaint, in this and other proceedings, against the increased rates, alleging them to be unreasonable, unjustly discriminatory, and unduly prejudicial to them, to the industry, and to the locality.
479. Rates lower than those increased in November, 1907, had been in effect via the lines of some of the defendants since 1889. The volume of business on the lines of defendants had multiplied. Enormous sums had been expended from income from operation in permanent improvement of their properties. Liberal dividends had been paid for a series of years, and in addition thereto large sums had been carried to surplus accounts.

480. Lumber moves in large quantities, is loaded by shipper and unloaded by consignee, is shipped in both closed and open cars, is loaded to a high minimum carload weight, does not require especial or expedited movement, is not easily injured in transit, causes few damage claims, is, so far as transportation is concerned, a low-grade commodity, and it should move at low rates, especially when the haul is long, as it is in this case. The prosperity of the shippers' business is no gauge with which to measure the reasonableness of transportation rates.

481. *Held*, That the increase in rates was so great as to result in unreasonable rates. Part of said increase condemned and a more equitable adjustment of rates prescribed. Reparation awarded.

Pacific Coast Lumber Manufacturers' Association et al. v. Northern Pacific Railway Company et al. (14 I. C. C. Rep., 23.)

482. Petitions filed in these cases questioned the reasonableness of defendants' freight rates as advanced, effective November 1 and 2, 1907, on carload shipments of lumber, shingles, and other forest products from the Pacific northwest to points of destination in the east, south, and southeast; *Held*, That the rates now in effect from points on defendants' lines in Washington, Oregon, Idaho, Montana, and British Columbia to all points in the territory west of a line running through and including Pembina and Grand Forks, N. Dak., Moorhead and Breckenridge, Minn., Sioux City and Council Bluffs, Iowa, St. Joseph and Kansas City, Mo., Van Buren, Ark., and Galveston, Tex., are unreasonable and unjust to the extent that they exceed those that were in effect over the lines of the defendant carriers, respectively, on October 31, 1907; that the rates now in effect from said points of origin to points in the territory east of the territory above described are unreasonable and unjust to the extent that they exceed 5 cents per 100 pounds above the rates in effect October 31, 1907.

483. The rates in effect prior to the advances complained of had been in force for long periods of time, and the lumber trade had adjusted itself to the conditions obtaining under those rates. The defendants derive a large proportion of their revenues from the lumber traffic, and it clearly appears that they have not only earned large profits on their general business, but that the transportation of lumber under the old rates yielded a commensurate part thereof and a reasonable return for the service performed.

484. Where an advance is made in rates which have long been maintained and the evidence shows that the traffic affected is large, important, and constantly increasing the advance will be held unjust unless it is satisfactorily explained.

Potlatch Lumber Company et al. v. Northern Pacific Railway Company et al. (14 I. C. C. Rep., 41.)

485. Complainants, owning lumber mills in the interior of Washington and Oregon, and in Idaho, allege that prior to November 1, 1907, the products of their mills found markets in the states of North and South Dakota, Minnesota, Iowa, Illinois, Nebraska, Kansas, Missouri, and Colorado, but owing to defendants' increase in lumber rates on said date between such points their markets have been greatly restricted and complainants' business materially injured; that the increased rates are unreasonable, and that lower rates should be allowed from their shipping points than those applying from the Pacific coast by even greater differentials than were in force prior to said date. The evidence shows that differentials under the coast should apply to the interior points and the defendants admit in part by their tariffs the propriety of differentials against the Pacific coast; *Held*, That the present relation of rates is unjust and unreasonable, and should be discontinued; and that the differentials named in the report should be substituted therefor.

Pacific Coast Lumber Manufacturers' Association et al. v. Northern Pacific Railway Company et al. (14 I. C. C. Rep., 51.)

486. The lumber and shingle producing and shipping interests of western Washington brought proceedings to compel the Northern Pacific and

the Great Northern railways to establish a through route and a joint rate applicable to the movement of lumber and shingles through Portland, Oreg., over the lines of the Union Pacific system to eastern destinations; but the Commission is clearly of the opinion that a satisfactory route within the meaning of the statute already exists from these Washington points to Colorado common points and to destinations east of Colorado common points, and that this Commission has therefore no jurisdiction to establish a route asked for to those destinations.

487. The present route from Washington to certain Utah points are not reasonably satisfactory, and the route prayed for via Portland to these destinations should be established.
488. Refusal upon the part of carriers to establish and maintain just and reasonable through routes is of itself a violation of the act.
489. Distance is an important element in determining whether a route is satisfactory. A circuitous route involving a longer haul, and therefore greater delay would not be, ordinarily, as desirable as a direct route.

Western Oregon Lumber Manufacturers' Association et al. v. Southern Pacific Company et al. (14 I. C. C. Rep., 61.)

490. Where a rate has been established and maintained for a considerable period for the purpose of developing a particular industry and with full knowledge that the industry could not be developed without it, and where, under the influence of such rate, large amounts of money have been invested in property the value of which must be seriously impaired by an advance of the rate, that fact is an important consideration in passing upon the reasonableness of such advance.
491. The Southern Pacific Company established a rate of \$3.10 per ton upon rough green fir lumber and lath from points in the Willamette Valley to San Francisco for the purpose of developing the lumber industry in that section, and maintained the rate in effect, with a brief interval, for six years; and on the strength of this rate that industry attained considerable proportions. In April, 1907, this rate was advanced to \$5 per ton; *Held*, That the advance was unreasonable and that the rate ought not for the future to exceed \$3.40 per ton.

P. J. Rice v. Georgia Railroad Company et al. (14 I. C. C. Rep., 75.)

492. Complaint alleges unjust discrimination in that defendants' charges for transportation of coal from Jellico, Tenn., to Augusta, Ga., are higher than from coal fields in Alabama approximately equidistant from Augusta; violation of the fourth section of the act, in that defendants transport coal from Jellico to Charleston, S. C., through Augusta, at less rates than are charged to Augusta, and that the rates on coal from Jellico to Augusta are unreasonable *per se*; *Held*, That the conditions, physical and otherwise, under which coal is transported from Jellico to Augusta are so dissimilar to the conditions under which coal is transported to Augusta from the Alabama fields as to warrant defendants in charging more for the haul from Jellico, and that defendants may not be required, against their will, to meet the rate from the Alabama fields; that the fact that the tonnage of coal reaching Charleston by water is double that hauled there by rail creates competitive conditions at Charleston which do not exist at Augusta, which are controlling, and which relieve defendants from the charge of violation of the long and short haul provision of the law, and that the defendants' rates on coal from Jellico to Augusta are not unreasonable.
493. Complainant alleges that defendants' rule regarding reweighing carload shipments of coal is unreasonable. This rule provides that upon demand of consignee and upon consignee depositing with defendants' agent the sum of \$2, defendants will reweigh carload shipment, and if such reweighing discloses a variation of more than 2 per cent, with minimum of 1,000 pounds, from original shipping weight, original weight and charges will be corrected accordingly and the \$2 reweighing charge be refunded to consignee. But if reweighing fails

to disclose such variation of 2 per cent, with minimum of 1,000 pounds, original weight and charges will not be changed and the reweighing charge will be retained by defendants; *Held*, That the reweighing charge is reasonable, but that the regulation is unreasonable in the provision that no correction will be made for variation of less than 2 per cent, with minimum of 1,000 pounds; and that said regulation should be changed so as to provide for correction of original weight and charges when variation of 1 per cent, with a minimum of 500 pounds, is disclosed.

Pueblo Transportation Association *v.* Southern Pacific Company et al. (14 I. C. C. Rep., 82.)

494. A tariff filed with the Commission in the manner prescribed by law and on statutory notice is a lawful tariff and lawfully binding upon both carriers and shippers, though it was not posted at stations full thirty days prior to its effective date. *Texas & Pacific Ry. Co. v. Cisco Oil Mill*, 204 U. S., 449, cited and applied. The delay in posting tariff in this case was due to unforeseen causes, and the Commission is not to be understood as intimating that neglect to post tariffs or willful failure so to do can with impunity be resorted to by carriers.

Rail & River Coal Company *v.* Baltimore & Ohio Railroad Company. (14 I. C. C. Rep., 86.)

495. The Commission has jurisdiction of complaints involving the practices and regulations of interstate carriers in respect to the distribution of coal cars. Section 15 of the act is to be read in the widest possible sense; it brings within the jurisdiction of the Commission all the regulations and practices of carriers under which they offer their services to the shipping public, and conduct their transportation.
496. Any regulation or practice that withdraws from a shipper the equal opportunity of taking advantage of the rates offered by a carrier is a regulation or practice "affecting rates," within the meaning of that phrase as used in section 15.
497. The principles announced in *Railroad Commission of Ohio v. Hocking Valley Ry. Co.*, 12 I. C. C. Rep., 398, in regard to the distribution of private coal cars and foreign railway fuel cars, adhered to and reaffirmed with a reference to the obvious relation between a shortage in cars and an insufficiency of motive power, sidings, train crews, and other facilities which usually accompany a car shortage.
498. As a mere matter of law and in the absence of a definite showing based on actual experience a system of rating mines that takes into consideration both physical and commercial capacity can not be said to be discriminatory and unlawful. A rule permitting the owner of several mines to "pool" or group all his percentage cars at one of them can not be condemned as unlawful merely on hypothetical grounds unsupported by proof of discriminatory results.

Gump et al. *v.* Baltimore & Ohio Railroad Company et al. (14 I. C. C. Rep., 98.)

499. Johnson City, Tenn., is located upon the Southern Railway intermediate between Bristol and Morristown, Tenn. Complaint alleges unjust discrimination and violation of section 4 of the act in that defendants haul traffic under class and commodity rates to both Bristol and Morristown at less rates than they charge upon the same goods to Johnson City, the haul being through Johnson City in one direction to Bristol and through Johnson City to Morristown in the other direction; *Held*, That competitive conditions existing at Bristol and not existing at Johnson City render it permissible for defendant Southern Railway Company to haul traffic through Johnson City to Bristol at lower rates than it charges on same goods to Johnson City; but that it is unlawful for defendants to haul traffic through Johnson City to Morristown at less rates than they charge on the same goods to Johnson City.

Oshkosh Logging Tool Company et al. *v.* Chicago & Northwestern Railway Company et al. (14 I. C. C. Rep., 109.)

500. Defendants' joint through rates on shipments of complainants' articles from points in Central Freight Association territory to points in the Fox River Valley, Wis., are unreasonable and unjust, as they are, as a rule, higher than combinations of locals.

Oshkosh Logging Tool Company et al. *v.* Chicago & Northwestern Railway Company. (14 I. C. C. Rep., 114.)

501. This case is controlled by that just preceding, 14 I. C. C. Rep., 109, and will follow the same course.

Long & Company *v.* International Railway Company et al. (14 I. C. C. Rep., 116.)

502. The through route and joint rates prayed for herein for the transportation of freight between Newfane, N. Y., and Pittsburg, Pa., having been granted by defendants, complaint dismissed.

Erie Preserving Company *v.* Lake Shore & Michigan Southern Railway Company et al. (14 I. C. C. Rep., 118.)

503. Rate of 24½ cents per 100 pounds exacted by defendants for the transportation of canned goods from Irving, N. Y., to Burlington, Vt., found unreasonable to the extent of 4 cents per 100 pounds, and reparation in the sum of \$40.62 awarded to complainant.

Victor Fuel Company *v.* Atchison, Topeka & Santa Fe Railway Company. (14 I. C. C. Rep., 119.)

504. Upon complaint asking reparation in the sum of 50 cents per car upon car-door boards furnished by complainant for use in connection with its shipments of coal in defendant's stock cars prior to the date when defendant's tariff providing for such allowance became effective; *Held*, That the requirement of section 6 that the schedules posted and filed shall contain "any rules or regulations which in any wise change, affect, or determine any part or the aggregate of such aforesaid rates, fares, and charges, or the value of the service rendered to the passenger, shipper, or consignee," plainly requires publication of an allowance made to the shipper to cover the cost of car-door boards placed by the shipper in stock cars used to transport coal.

Ottumwa Bridge Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (14 I. C. C. Rep., 121.)

505. Complainant shipped 1 carload of structural iron over the Chicago, Milwaukee & St. Paul, and 4 cars of the same material over the Chicago, Rock Island & Pacific, from Ottumwa, Iowa, to Kansas City, Mo. It asks reparation for the difference between the rates in force via defendants' lines at the time the shipments moved and the lower rates established immediately thereafter, claiming that the rates charged were unreasonable and that the rates thereafter established would have been just and reasonable at the time said shipments moved; *Held*, That, upon the facts disclosed by the record, the subsequently established lower rate is now a just and reasonable rate over the defendant lines; but the Commission is unwilling to subscribe to the theory that the voluntary reduction of a rate by a carrier conclusively shows that the former rate was unreasonable and that reparation should be granted on all shipments moving thereunder within the period of the statute of limitations. Under the facts of the cases complainant was not discriminated against and is not entitled to reparation.

George's Creek Basin Coal Company et al. *v.* Baltimore & Ohio Railroad Company et al. (14 I. C. C. Rep., 127.)

506. The output of the George's Creek coal basin in Allegany County, Md., is of two grades, "big vein" and "small vein." When water-borne to points inside and outside the Chesapeake and Delaware capes both coals meet a vigorous competition with coals from other districts served by other coal-carrying roads. The big-vein coal is able to hold its own in those markets upon the present rate; the small-vein coal

because of its inferior quality can not. Without committing the Commission to the propriety of two rates from the same coal district; *Held*, upon the special facts of the case, that the small-vein coal is entitled, when water-borne, to the same differential now accorded to mines on the lines of the defendants in certain fields in Pennsylvania and West Virginia producing a coal of similar quality, and to which mines the small-vein mines of George's Creek are intermediate.

Tayntor Granite Company *v.* Montpelier & Wells River Railroad et al. (14 I. C. C. Rep., 136.)

507. Reparation for \$42.50 awarded on account of assessment upon unreasonable carload minimum weight on shipments of granite from Barre, Vt., to Lestershire, N. Y.

Jones Brothers Company *v.* Montpelier & Wells River Railroad et al. (14 I. C. C. Rep., 139.)

508. Reparation for \$12.60 awarded on account of overcharge on 1 carload of building granite from Barre, Vt., to Chesaning, Mich.

Jones Brothers Company *v.* Montpelier & Wells River Railroad et al. (14 I. C. C. Rep., 140.)

509. Reparation for \$23.10 awarded on account of overcharges on 3 carloads of building granite from Barre, Vt., to Troy, N. Y.

Jones Brothers Company *v.* Central Vermont Railway Company et al. (14 I. C. C. Rep., 141.)

510. Reparation for \$14.20 awarded on account of overcharge on 1 carload of building granite from Barre, Vt., to Bushwick Junction, Long Island, N. Y.

Jones Brothers Company *v.* Central Vermont Railway Company et al. (14 I. C. C. Rep., 142.)

511. Reparation for \$18.80 awarded on account of overcharge on 1 carload of building granite from Barre, Vt., to Bushwick Junction, Long Island, N. Y.

Jones Brothers Company *v.* Central Vermont Railway Company et al. (14 I. C. C. Rep., 143.)

512. Reparation for \$1.02 awarded on account of overcharge on 1 carload of building granite from Barre, Vt., to Scranton, Pa.

Jones Brothers Company *v.* Montpelier & Wells River Railroad et al. (14 I. C. C. Rep., 144.)

513. Reparation for \$13.01 awarded on account of overcharge on 1 carload of building granite from Barre, Vt., to Chesaning, Mich.

Jones Brothers Company *v.* Montpelier & Wells River Railroad et al. (14 I. C. C. Rep., 145.)

514. Reparation for \$30 awarded on account of overcharges on 2 carloads of building granite from Barre, Vt., to Springfield, Mass.

Lazarri & Barton Company *v.* Montpelier & Wells River Railroad et al. (14 I. C. C. Rep., 146.)

515. Reparation for \$35.40 awarded on account of overcharges on 5 carloads of building granite from Barre, Vt., to Woodlawn, N. Y.

State of Oklahoma *v.* Atchison, Topeka & Santa Fe Railway Company et al. (14 I. C. C. Rep., 147.)

516. Upon showing of satisfactory adjustment, complaints in these proceedings, upon request of complainant's attorney, are dismissed without prejudice.

Montgomery Freight Bureau *v.* Western Railway of Alabama et al. (14 I. C. C. Rep., 150.)

517. To prevent unjust discriminations the through rate should not exceed the combination of locals, and when this Commission can, without doing violence to its convictions, establish a through rate not in excess of the sum of the locals it would be disposed to do so.

518. Rate of \$2.40 per ton exacted by defendants for the transportation of fertilizer from Montgomery, Ala., to various points upon the lines of

the Alabama & Vicksburg and the New Orleans & Northeastern roads, mentioned in the report, found unreasonable and maximum substituted therefor.

National Wholesale Lumber Dealers' Association et al. v. Atlantic Coast Line Railroad Company et al. (14 I. C. C. Rep., 154.)

519. For many years railroads have required that shippers of lumber on open cars shall stake and secure loads for safe carriage. Rates of freight have been made with reference to such requirement, which grew out of the custom of conducting lumber business and antedated by many years the passage of the act to regulate commerce. It appears that the custom is economical, and that no injustice to shippers has resulted; *Held*, That upon all the facts and circumstances disclosed by the investigation the regulations of defendants which require shippers of lumber on open cars to stake and secure loads for safe carriage are not unjust or unreasonable.

Traer, Receiver of the Illinois Collieries Company, v. Chicago, Burlington & Quincy Railroad Company. (14 I. C. C. Rep., 165.)

520. Complaint alleged that defendant has never rated coal mines upon its lines nor established any rules for distribution of cars among those mines in times of car shortage, and that this has resulted in discrimination against the Illinois Collieries Company; but the testimony fairly shows that complainant's properties have not suffered undue discrimination, for the reason that they have been supplied with substantially all the cars that they could properly use.

521. There is no requirement of the act that a railroad company shall establish a system of mine ratings and car distribution unless that is necessary to prevent discrimination among the different patrons of its line, and this Commission is not called upon to make an order for the establishment of such a system until it fairly appears that without it discrimination will result which can be prevented by the order.

Wilson Produce Company et al. v. Pennsylvania Railroad Company. (14 I. C. C. Rep., 170.)

522. The duty of regulating terminal charges, when related to traffic between the States, has been lodged with the Interstate Commerce Commission. A state statute fixing terminal charges is not controlling with respect to interstate transportation.

523. Complainants attack legality of track storage charges imposed by defendant for detention of carload shipments of fruit and produce received at Pennsylvania Lines produce yards, Pittsburg, Pa. Defendant's track storage traffic allows consignees 48 hours free time during which no charge is made. For the second 48 hours, a charge of \$1 a day is exacted; for the third 48 hours, \$3 per day, and for each succeeding day, or fraction thereof, \$4 until the car is released; *Held*, In view of the local conditions at Pittsburg, defendant's track storage tariff is not unreasonable nor discriminatory nor otherwise in violation of the act to regulate commerce. Complaint dismissed.

New York Hay Exchange Association v. Pennsylvania Railroad Company et al. (14 I. C. C. Rep., 173.)

524. Defendants assess track storage charges, in addition to demurrage charges, at their various yards in Greater New York against all commodities except coal and coke, after the car has been placed for unloading, for the first two days, nothing; for the third day, \$1; for the fourth day, \$2; for the fifth day, \$3; for the sixth day, \$4; for the seventh day and each succeeding day, \$5. Upon complaint that such charges are unlawful; *Held*, That the present track storage charges are excessive, but that defendants may properly impose a track storage charge, in addition to demurrage charges, of \$1 per day for the third and fourth days after the car has been placed for unloading and \$2 per day for the fifth and all subsequent days.

525. The contention that these charges result in undue discrimination against Greater New York is not sustained. There may be cases where a particular commodity or a particular locality should be made an exception to the general rule, and in such cases there is no reason why every locality and every commodity must bear the added

burden. The Commission has found that the imposition of these storage charges within certain limits are reasonable in Greater New York, and the simple fact that they are not imposed elsewhere furnishes no good reason why they may not be imposed there.

526. Demurrage charges and charges of a kindred nature are imposed as compensation to a carrier for an additional service. The rate of freight includes a delivery of the property; it does not include the storage of the property after a reasonable opportunity has been afforded the consignee to receive it. When, therefore, the carrier through failure of the consignee to promptly remove the property is obliged to store the same either in its cars or its warehouses, it performs a service not embraced in the rate and for which additional compensation may properly be exacted.

Patten v. Wisconsin Central Railway Company et al. (14 I. C. C. Rep., 189.)

527. Complaint of alleged excessive rate applied on 1 carload of lumber from Boyd, Wis., to Palermo, N. Dak., dismissed.

Rahway Valley Railroad Company v. Delaware, Lackawanna & Western Railroad Company. (14 I. C. C. Rep., 191.)

528. That provision of section 1 of the act relating to switch connections with lateral branch roads does not grant plenary discretion to this Commission as to the advisability of such connection. Under the first clause of this provision it has become the duty of an interstate carrier to make connection with a lateral branch road, either upon the application of that lateral line or of any shipper, upon three conditions: (1) That such switch connection shall be reasonably practicable; (2) that it can be put in with safety; and (3) that it will furnish sufficient business to justify the construction and maintenance of such switch connection; *Held*, That under the facts presented the complainant is entitled to a switch connection with the defendant's line at Summit, N. J.

Southern Pine Lumber Company v. Southern Railway Company. (14 I. C. C. Rep., 195.)

529. Reparation awarded for \$9.36 on account of the exaction by defendant of an unreasonable charge for the transportation of 1 carload of lumber from Columbus, Miss., to Moline, Ill.
530. Defendant denied right of complainant to recover upon the ground that the complaint contains no allegation that the alleged excessive freight charge was paid under protest; *Held*, That protest by shipper or consignee against payment of the lawfully established freight rate is not a necessary prerequisite to the recovery of damages resulting from an unreasonable charge.
531. Proceedings for reparation before the Commission for indemnitory damages are purely statutory and correspond to actions at law sounding in tort. If an injury is sustained on account of a violation of law the proceeding is in its nature *ex delicto*, and therefore carries with it none of the features or incidents of an action *ex contractu*. No protest is necessary where an injury is inflicted by the commission of a tort. The violation of the law produces the injury and completes the offense, and the person injured does not have to perform any conditions to entitle him to recover for the damage sustained.

Nicola, Stone & Myers Company et al. v. Louisville & Nashville Railroad Company et al. (14 I. C. C. Rep., 199.)

532. Complainants in these cases ask reparation on account of an increase of 2 cents per 100 pounds over the former rates applied by defendants on lumber, in carloads, from points of origin on their respective lines in Louisiana (that part east of the Mississippi), Mississippi, Alabama, and Georgia to points of destination on the Ohio River north thereof, said claims growing out of and being based upon the reports and orders of the Commission in case No. 698, *H. H. Tift et al. v. Southern Ry. Co. et al.*, and No. 707, *Central Yellow Pine Asso. v. Illinois Central R. R. Co. et al.*, and upon the decrees of the courts enforcing those orders.
533. The jurisdiction and authority of the Commission is well settled in respect to its power to award damages where the published rate has

- been observed by the carrier, but such rate has been declared unreasonable. To hold that the publication of rates is conclusive of their reasonableness would go far toward defeating one of the leading purposes of the act.
534. Protest against the payment of excessive freight rates is not a necessary prerequisite to the recovery of damages on account of the exaction of unlawful charges.
 535. The unreasonableness of the rates on the lines of the defendant carriers in the former proceedings referred to, from points of origin to points of destination embraced within the orders of the Commission therein, has already been established. Reparation should be awarded to the parties shown to be entitled thereto for the difference between the rates condemned by said orders and the higher rates paid since the date of their establishment. The right to recover reparation is not confined to shipments made by parties to the former proceedings, but extends to all shipments charged for on the basis indicated, by whomsoever made. No orders for reparation will be entered on account of the alleged exaction of excessive charges on shipments from points of origin to destinations not involved in the former proceedings until the question of the reasonableness of the rates shall be determined. The Commission has no jurisdiction or authority to make orders for reparation on account of any alleged excessive rate except when, upon complaint, notice to the defendants, and full hearing, such rate has been challenged and found to be unreasonable.
 536. The legislative intent was to make the effective date of the act to regulate commerce August 28, 1906.
 537. The provision of section 16 providing a limitation for damage claims means that any claim, whether the cause of action upon which it is based accrued prior or subsequent to the effective date of the act, may be presented to the Commission within two years from the date of the accrual thereof; and that as to causes of action accrued prior to August 28, 1906, a claim might be presented at any time prior to midnight of August 28, 1907, although such cause of action may have accrued more than two years prior thereto.
 538. A statute passed to take effect at a future date must be understood as speaking from the time it goes into operation and not from the time of its passage. Before that time no rights may be acquired under it and no one is bound to regulate his conduct according to its terms. It is equivalent to a legislative declaration that the statute shall have no effect until the designated date.
 539. The Commission is confined in the making of awards for reparation to the injury or damage sustained by those who are the real and substantial parties at interest in the transaction in which such transportation charges have been assessed. The reparation is due to the person who has been required to pay the excessive charge as the price of transportation and who was the true owner of the property transported during the period of transportation.
 540. Carriers who received no part of the charges and who did not participate in the movement of the commodity are not liable to refund the whole or any part of the rate for the movement of a shipment in which they did not participate. The liability is restricted to those carriers who participated in the transportation of the lumber via their respective routes over which the several shipments moved and who shared in the transportation charges therefor, and such carriers are jointly and severally liable to the persons found to be entitled to the refund.

Marshall Oil Company v. Chicago & Northwestern Railway Company et al. (14 I. C. C. Rep., 210.)

541. This Commission is authorized under the law to condemn an existing rate and prescribe a reasonable maximum rate to be charged in the future only when, upon consideration of all the facts, circumstances, and conditions appearing, it is of the opinion that the rate complained of is unreasonable and unjust.
542. The decisions of the several state railroad commissions are worthy of consideration, but this Commission is not justified under the law in

accepting a comparison of lower intrastate rates prescribed by the state authorities with those applying on interstate traffic as conclusive of the unreasonableness of the interstate rates.

543. Complaint in this case alleges unjust freight rates on certain interstate shipments of petroleum and its products in less than carload lots from Mason City, Iowa, as compared with the rates on such articles when for transportation between points within either the state of Iowa or the state of Minnesota; but it appearing that rates on such commodities in Western Classification are on a relative basis of equality with those in Southern and Official classifications and no fact differentiating the specific rates in this case from those applying generally under the Western Classification, complainant's claim for a change in classification on interstate shipments being based almost entirely upon the probative force to be derived from a similar change resulting from orders of state railroad commissions affecting intrastate shipments; *Held*, That such showing does not constitute a sufficient basis for an order of such far-reaching effect as that asked for in this proceeding, and that the complaint should be dismissed.
- Hussey v. Chicago, Rock Island & Pacific Railway Company. (14 I. C. C. Rep., 215.)
544. After due consideration of the motion for rehearing and the brief filed in support of it the Commission adheres to its former conclusion in this case and the motion is denied.
- Oklahoma & Arkansas Coal Traffic Bureau v. Chicago, Rock Island & Pacific Railway Company et al. (14 I. C. C. Rep., 216.)
545. Defendants' rates for the transportation of coal from the Oklahoma-Arkansas coal field to 78 cities and towns in Texas and Louisiana found in many instances to be unreasonable and maxima rates fixed.
- Forster Brothers Company v. Duluth, South Shore & Atlantic Railway Company et al. (14 I. C. C. Rep., 232.)
546. The Commission can not consider an erroneous rate quotation made by an agent of a carrier as the basis for an award of reparation to a shipper who thereby suffers damage, since collusion between the carrier and a shipper which it desires to favor for protection of other than the tariff rates would thus be rendered too easy of accomplishment.
547. It is the duty of carriers to collect charges on the basis of their published tariff rates, and where higher charges are assessed in error it is incumbent upon them to make refund irrespective of any other consideration.
548. Rate of 13 cents per 100 pounds exacted by defendants for the transportation of cedar cross-ties from Wilcox and Ridge, Mich., to South Chicago, Ill., found unreasonable to the extent of 1 cent per 100 pounds, and reparation in the sum of \$61.81 awarded to complainant.
- General Electric Company v. New York Central & Hudson River Railroad Company et al. (14 I. C. C. Rep., 237.)
549. Where a manufacturing plant has so increased in size as to require within the plant inclosure 12 miles of broad-gauge switching tracks and 7 miles of narrow-gauge electric tracks for the prompt, successful, and economical operation of the industry, and with its own motors, engines, and crews does a vast amount of purely internal switching, which would be seriously interfered with by the switching engines of the railroad if permitted access to the plant, and has on that account assumed charge also of the in-and-out switching and spotting theretofore done by the railroads; *Held*, That it is not entitled to compensation from the railroad companies to cover the cost of the movements of loaded and empty cars between the interchange tracks and certain shops, foundries, and other buildings within the inclosure.
550. Common carriers are under no duty to extend their transportation obligations with the extension of great industrial plants, and to accept and deliver cars within the inclosure over a network of interior switching tracks constructed as plant facilities to meet the requirements of the industry.

551. On the facts of the case; *Held*, That the complainant does nothing within its plant inclosure which it can lawfully call upon the defendants to do for it, and therefore nothing for which it may lawfully demand compensation; under the circumstances shown of record the obligation of the defendants to complainant involves only an acceptance and delivery of cars at some reasonably convenient point of interchange.

552. The Commission has no power either to enforce the specific performance of contractual obligations or to award damages for the breach of such agreements between carriers and shippers.

Solvay Process Company v. Delaware, Lackawanna & Western Railroad Company et al. (14 I. C. C. Rep., 246.)

553. Following the ruling announced in *General Electric Company v. N. Y. C. & H. R. R. Co. et al.*, 14 I. C. C. Rep., 237, in respect of receipt and delivery of carload freight at large industrial plants having an internal trackage system; *Held*, That complainant is not entitled to compensation from defendants for the movement of cars between points in its plant and defendants' interchange tracks.

Carl Eichenberg v. Southern Pacific Company et al. (14 I. C. C. Rep., 250.)

554. Complaint alleges that a lease by the Southern Pacific Terminal Company to one Young, an exporter of cotton-seed products, of a portion of its wharf at Galveston, Tex., gives him undue preference and advantage and results in unreasonable prejudice to competing exporters. The Southern Pacific Company urges that it is a holding company and the Terminal Company that it is a wharfage company, and both assert that they are not common carriers within the meaning of the act and challenge the jurisdiction of the Commission; *Held*, That, as the railroad and steamship lines forming the so-called Southern Pacific system are one in control and operation, are owned by the Southern Pacific Company, and are identical in officers and interests; and that, as the Terminal Company was organized to furnish terminal facilities for the Southern Pacific system at Galveston, and through shipments on the system lines pass and repass over the docks of the Terminal Company, the latter forms a necessary link in the chain of interstate commerce and is subject to the act.

555. The contention that inasmuch as the Terminal Company is not owned by the railroad company with which the tracks on its dock connect, it can not be held to be a part of that or any other railroad, is rejected. It makes no difference whether or not the connecting railroad company owns the Terminal Company if the ownership of both is vested in the same corporation, and it appears that the interests and officers of the railroad and steamship lines of the system transporting shipments to and from Galveston are identical.

556. Neither can the Commission yield assent to the proposition that the point where the railroad lines end and the tracks of the Terminal Company begin is the point beyond which the power of the Commission does not extend. The Terminal Company is part and parcel of the system engaged as a whole in the transportation of commerce, and to the extent that such commerce is interstate the Commission has jurisdiction to supervise and control it within statutory limits. To hold otherwise would in effect permit carriers generally, through the organization of separate corporations, to exempt all their terminals and terminal facilities from the regulating authority of the Commission.

557. The Commission is not concluded by the form, but looks to the substance of the relations between corporations engaged in interstate commerce. The Terminal Company, for the purposes here in question, is part of the Galveston, Harrisburg & San Antonio Railway Company. It is a necessary element in and facility of the interstate transportation in which the Southern Pacific system is engaged, and as such is subject to the jurisdiction of the Commission.

558. The lease made with Young should be considered with respect to its effect on Young's interests as a shipper and the Terminal Company's interests in transportation. It was not made for the purpose of giving Young possession and control of a dock for his own use, but by its terms was designed to secure to the Terminal Company and allied

interests control of the transportation of the product of a great industry. Young desired to do a large export cotton-seed product business at the port, and the system desired to secure the transportation of such product. To accomplish these ends the contract was made, and it is in the light of this condition that it must be considered. The system has the undoubted right in competition for traffic to secure to itself all it can legitimately, but in doing so it may not unduly prefer or prejudice any shipper.

559. If the Terminal Company may make a contract with a shipper of cotton-seed products and give him thereby certain privileges which it does not give to other shippers of the same commodities, it may also make similar contracts with regard to cotton or other products, and thus secure to favored shippers the control of export business of the port of Galveston. The giving of undue preference to any shipper is condemned by the statute, and it can make no difference that such preference is given by a contract which purports to be a lease of property. To hold otherwise would in effect sanction a device to evade the law.

560. Under the circumstances shown by the record the Commission is of opinion that the Southern Pacific Company, the Southern Pacific Terminal Company, and the Galveston, Harrisburg & San Antonio Railway Company give to said Young undue preferences in exempting him from the payment of wharfage charges which are exacted from all other shippers and in furnishing for his exclusive use space on the docks of the Terminal Company to store and handle cotton-seed products, which they at the same time refuse to furnish other shippers under like circumstances; and the Commission finds that the giving of such preferences and advantages is unlawful.

National Petroleum Association *v.* Ann Arbor Railroad Company et al. (14 I. C. C. Rep., 272.)

561. Complaint challenges rates of 51 defendants for the transportation of petroleum and its products between points generally in Official Classification territory because of unreasonableness and undue preference; but the record does not indicate which of the 51 defendants the order should run against, even if there were a proper foundation upon which to base it. No showing was made indicating that the present classification of such articles is unduly discriminatory, but the Commission is asked to reduce by one sweeping order thousands of rates concerning which no specific complaint has been made and no evidence offered; *Held*, That an omnibus complaint of this nature should be dismissed without prejudice, but if any of the alleged specific discriminations are in violation of law they should be brought to the attention of the Commission in a proceeding directed against the carrier responsible therefor.

562. The Commission in prescribing maximum rates should base its opinion upon facts and circumstances disclosed at the hearing, or otherwise entitled to consideration, of sufficient weight and force to appeal to the understanding and conscience of intelligent men. The experience of the Commission, as well as numerous decisions of the courts, have established precedents and standards by which the Commission ought to be guided and aided in reaching a just and reasonable conclusion.

National Petroleum Association *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (14 I. C. C. Rep., 284.)

563. Complaint challenge reasonableness of defendants' rate of 20 cents per 100 pounds on petroleum and its products, Chicago, Ill., to St. Paul, Minneapolis, and Duluth, Minn., which was formerly used in combination with rates east of Chicago to make the through rate from oil shipping points in Ohio. About three months after complaint was filed and before hearing defendants, in connection with lines not parties to this proceeding, established joint rates from said shipping points less than the Chicago combination, but complaint was not amended to attack the joint rates under which shipments are actually made and complainant continued to ask reduction of said 20-cent rate upon the theory that a sufficient reduction in that rate would necessitate a reduction in the joint rates from Ohio

points; *Held*, That the Commission may properly require the presentation of the direct question in which complainant is interested; that is, the joint rates under which its shipments are actually made, and that no finding in respect of the 20-cent rate is necessary. Complaint dismissed without prejudice.

National Petroleum Association *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (14 I. C. C. Rep., 287.)

564. Upon complaint challenging the reasonableness of rate of 27 cents per 100 pounds for the transportation of petroleum and its products, in carloads, from Chicago, Ill. to Omaha, Nebr.; *Held*, upon the facts disclosed by the record, that the rate of 27 cents is unreasonable and that for the future the rate should not exceed 24.3 cents per 100 pounds.

Struthers-Wells Company *v.* Pennsylvania Railroad Company et al. (14 I. C. C. Rep., 291.)

565. Defendants have voluntarily granted the through route and joint rate prayed for herein for the transportation of gas-plant machinery from Warren, Pa., to Cadillac and Jennings, Mich., and reparation on basis of readjusted rates is awarded.

Greater Des Moines Committee *v.* Chicago Great Western Railway Company et al. (14 I. C. C. Rep., 294.)

566. Complaint alleged that the rate of 27½ cents per 100 pounds on yellow pine lumber, in carloads, from Arkansas and Texas points to Des Moines, Iowa, is unjust and unreasonable as compared with the rate of 23 cents from the same producing territory to Omaha, Nebr.; *Held*, That the rate should not be higher to Des Moines than to Omaha.

Burnham, Hanna, Munger Dry Goods Company et al. *v.* Chicago, Rock Island & Pacific Railway Company et al.

Complaint alleges that class rates from Atlantic seaboard territory to the Missouri River cities are unreasonable, and unduly discriminatory as compared with the rates from the same territory to St. Paul and Minneapolis; *Held*:

567. That the rates to St. Paul and Minneapolis are controlled by competition of water lines and of Canadian rail lines, and that, therefore, they may reasonably be lower than to the Missouri River cities.

568. That the through rates to the Missouri River cities are unreasonably high; that they are so because those portions of the through rates which are applied between the Mississippi River crossings and the Missouri River cities to the through transportation are too high; and that, therefore, the separately established rates applied west of the Mississippi River to the through transportation should be reduced.

In the matter of allowances to elevators by the Union Pacific Railroad Company. (14 I. C. C. Rep., 315.)

569. Advantages that are unlawful may be enjoyed in ways that do not involve the direct payment of rebates. An allowance by the Union Pacific Railroad Company to Peavey & Company, under the contract between them, when made on their own grain which has been mixed, treated, stored, weighed, or inspected in any elevator belonging to Peavey & Company, or which has been reshipped out of any of their elevators more than ten days after its receipt therein, amounts *pro tanto* to a contribution by the Union Pacific Railroad Company to Peavey & Company of the cost of securing the commercial benefits growing out of the mixing, treating, storing, weighing, or inspection of their grain, and is an undue preference and therefore unlawful.

Traffic Bureau, Merchants' Exchange of St. Louis, *v.* Chicago, Burlington & Quincy Railroad Company et al. (14 I. C. C. Rep., 317.)

570. A railroad company by granting a privilege which, although ostensibly open to the whole public, can, in the nature of things, only be taken advantage of by certain shippers, creates thereby a discrimination which may or may not be undue, according to the circumstances in each case.

571. The payment of an elevation allowance of $\frac{1}{2}$ of 1 cent per 100 pounds to elevators located upon the Missouri River is an undue and unlawful discrimination.

C. L. Flaccus Glass Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company et al. (14 I. C. C. Rep., 333.)

572. Rates charged complainant for transportation of lime from McVittys, Ohio, to Tarentum, Pa., for which reparation is sought, are not shown under the circumstances of this case to be unreasonable; but refunds are allowed on certain shipments because of misrouting.

Flint & Walling Manufacturing Company v. Lake Shore & Michigan Southern Railway Company et al. (14 I. C. C. Rep., 336.)

573. Jurisdiction has been given this Commission by the act to award as reparation the difference between a published rate and what is found would have been a reasonable rate.

574. Joint through rate of 28 cents per 100 pounds exacted by defendants for the transportation of water tanks and substructures from Kendallville, Ind., to Beaver Dam, Wis., via Milwaukee, found unreasonable to the extent of $6\frac{1}{2}$ cents per 100 pounds, the reduced rate being the sum of the locals on Milwaukee.

Randolph Lumber Company v. Seaboard Air Line Railway Company et al. (14 I. C. C. Rep., 338.)

575. Petition of defendant Seaboard Air Line Railway for rehearing in this proceeding is dismissed.

Joseph Ullman v. Adams Express Company et al. (14 I. C. C. Rep., 340.)

576. The present rate of \$4.50 per 100 pounds imposed by defendants for the transportation of raw furs in boxes and bales from St. Paul to New York is excessive, and should not exceed \$3.50 per 100 pounds, which may be upon the basis of an agreed valuation of not exceeding \$2.50 per 100 pounds.

577. Defendants should publish their inland export rate on raw furs, which is less than their domestic rate, and they must extend it to the complainant and all others on export traffic, under proper regulations, to make certain that the traffic which obtains the lower rate is actually exported.

In the matter of bills of lading. (14 I. C. C. Rep., 346.)

578. The subject of bills of lading considered and a uniform bill of lading recommended.

Hecker-Jones-Jewell Milling Company v. Baltimore & Ohio Railroad Company et al. (14 I. C. C. Rep., 356.)

579. Complainant, whose mill is located in the city of New York, is not entitled to the export rate upon grain from the west which it grinds into export flour; but it is entitled to the same rate upon the grain which it subsequently grinds into export flour that defendants accord to interior mills upon export flour.

580. It appears that while ex-lake grain from Buffalo to New York enjoys no milling-in-transit privilege, export flour ground from ex-lake grain at Buffalo takes an export rate $1\frac{1}{2}$ cents lower than the domestic rate, and it seems that complainant should be entitled upon ex-lake grain ground for export to the benefit of this export flour rate.

Star Grain & Lumber Company et al. v. Atchison, Topeka & Santa Fe Railway Company et al. (14 I. C. C. Rep., 364.)

581. The opportunity to buy in a widely extended market is a valuable one to merchants in that it presents a larger field for competition and ordinarily offers the best quality at the lowest price; and a carrier has no right, by refusing through routes and reasonable joint rates, to restrict or circumscribe this opportunity. It is the duty of common carriers to haul the traffic that is offered and to make the necessary arrangements and furnish facilities and establish reasonable rates therefor; and a carrier is not justified in refusing traffic from points on other lines on the ground that such traffic would

displace in the markets traffic from points on its own lines and thus adversely affect its revenues.

582. In fixing a division between carriers of joint rates ordered to be established, section 15 of the act implies that it is the duty of the Commission to take into consideration all the circumstances, conditions, and equities fairly affecting their several interests, and precludes the idea that the divisions must be adjusted on a mileage or any other fixed basis.

583. Where a carrier not only furnishes local markets reached by no other road, but also serves a producing territory ample to supply the needs of those markets, no division can in justice be made that does not fully protect its revenues so far as that can be done reasonably and without altogether overlooking the earnings of its connections or withdrawing from producing shippers or consumers their right to the transportation service at reasonable rates.

584. The through routes and joint rates on yellow pine lumber heretofore existing are reestablished from shipping points on the Cotton Belt to local points on the Santa Fe System, and the divisions between the participating carriers fixed.

Montgomery Freight Bureau *v.* Mobile & Ohio Railroad Company et al. (14 I. C. C. Rep., 374.)

585. Rates exacted by defendants for the transportation of fertilizer from Montgomery, Ala., to points upon the line of the Southern Railway in Mississippi west of West Point, found unreasonable and maxima substituted therefor.

Corn Belt Meat Producers' Association *v.* Chicago, Burlington & Quincy Railway Company et al. (14 I. C. C. Rep., 376.)

586. To facilitate the handling of cattle for feeding purposes defendants have permitted them to be brought in from various breeding pastures, stopped off for a time to be fattened, and then sent on to market at the through rate plus some additional charge for the privilege, and plus also the local rate from the feeding point for the additional weight which the cattle take on in process of fattening. This feeding-in-transit privilege is extended by the tariffs of defendants in territory west of the Missouri River, but is not permitted at Iowa points; *Held*, That this results in unlawful discrimination against Iowa points and the complainant.

587. Rates upon live stock from Iowa points to Chicago are not found to be unreasonable, but the grouping should be revised, as at present it apparently discriminates against Iowa points.

588. There are many reasons why state and interstate rates should be established in harmony with one another. When the Commission is asked to examine the reasonableness of an interstate rate, similar rates established by state authority in that territory must have great influence, especially where they have been long acquiesced in by the carriers. Still, these state rates have no binding force upon the Commission. They are standards of comparison of greater or less value, according as they appear to be just and reasonable.

589. This Commission has no authority to establish general rate schedules, but must deal with the interstate rates of this country, which have not been established upon any consistent theory, as it finds them. What the Commission takes off in one place it can not add in some other. Unless, therefore, the general result of all rates is to yield an undue revenue to the carrier, the Commission should not reduce a particular rate simply because it might think, if establishing that rate *de novo* as part of a general scheme, that it ought to be somewhat lower or somewhat higher in proportion to others. The rate attacked must be so out of proportion as to be unreasonable or must so discriminate as to be undue or must be unlawful for some other special reason.

Banner Milling Company et al. *v.* New York Central & Hudson River Railroad Company et al. (14 I. C. C. Rep., 398.)

590. While there is in the nature of things no estoppel of record in proceedings before this body, the Commission must of necessity, when it reaches a conclusion upon a given state of facts, adhere to that

conclusion in subsequent proceedings unless some new facts or changed conditions are brought to its attention or unless it proceeded upon some misconception in reaching the original decision.

591. Railways are authorized to establish in the first instance their transportation charges, and the presumption of right doing attaches to their acts in the establishment of those rates. No presumption of law against a particular rate springs from the fact that the rate in question was an advance over some previous rate. The burden of proof is always upon the party who attacks an existing rate. The circumstance that the railway has for a series of years maintained a lower rate or a different relation of rates is an evidentiary fact which may be introduced and considered like any other fact. *I. C. C. v. Chicago G. W. Ry. Co.*, 209 U. S., 108, cited and applied.
592. The present rates on flour and other grain products from Buffalo to New York and New York points, of 11 cents per 100 pounds, 13 cents to Boston and Boston points, and 13½ cents to Sherbrooke, are excessive; and those rates ought not to exceed 10 cents to New York and New York points, 12 cents to Boston and Boston points, and 12½ cents to Sherbrooke points.
593. Without undertaking to express an opinion upon any claim which may be hereafter made by the millers of Minneapolis, the Commission holds that the relation in flour rates between these different localities which has for years existed should not be disturbed.
594. Former decisions of the Commission wherein these complainants were interested (13 I. C. C. Rep., 31-39) cited and approved.

Wholesale Fruit & Produce Association v. Atchison, Topeka & Santa Fe Railway Company et al. (14 I. C. C. Rep., 410.)

595. Complaint alleges that previous to January 1, 1908, defendants loaded and unloaded at their own expense in Chicago carloads of fruits and vegetables when shipped in packages, but that since then they have compelled shippers to bear the expense of such loading and unloading, whereby members of complainant association have been subjected to unreasonable rates and an unjust burden; *Held*, That (a) where carload shipments are to a consignee who is the owner of the entire contents of the car, and where therefore delivery is made upon the team tracks of the defendants, they should furnish in the future, as they have in the past, the necessary help to bring these packages to the car door and there make delivery to the consignee, and that the present rule of defendants which requires consignees to take these packages inside the car is unreasonable; and (b) as to consolidated carloads, the carrier discharges its full duty if it places such a carload upon its team tracks and brings the packages to the car door for delivery. It is under no obligation to furnish a place for the assorting of these packages and making delivery to the different individuals to whom the carload is addressed; but in case it performs this additional service, 1 cent per 100 pounds is a reasonable charge for such service.
596. It can not be stated as a matter of law that it is the absolute duty of carriers to unload carloads of package freight, nor that this duty rests upon the shipper, as there is no hard and fast rule of law upon the subject. It is rather a question with respect to each commodity of what, under the circumstances, is just and reasonable, and perhaps also what has been the practice.
597. Rules or regulations prescribing who shall load and unload cars of freight are rules or regulations affecting rates, and are therefore subject to the control of the Commission under the fifteenth section.

California Commercial Association v. Wells, Fargo & Company. (14 I. C. C. Rep., 422.)

598. The law does not justify the classification of shippers with regard to their interest in property shipped.
599. Ownership of property tendered for shipment can not be made a test as to the applicability of a carrier's rates.
600. In gathering several packages of goods together and shipping them under the carrier's rates on large shipments, a shipper is not by device evading the law, but is legally availing himself of the rates which the carrier offers.

601. The cost of carrying a "bulked shipment" is not greater than the cost of carrying the same amount of freight at the instance of an individual owner. The charge must therefore be the same in each case.
602. The defendant's rule against bulked shipments is discriminatory, unreasonable, and incapable of enforcement.
603. A number of packages of merchandise, aggregating 16,000 pounds in weight, were assembled in New York by the complainant's agent and offered to defendant at one time and one place, consigned under one bill of lading to the complainant, a voluntary association of San Francisco merchants. Defendant's tariff provided a rate of \$8 per 100 pounds for shipments of 10,000 pounds and less than 20,000 pounds. Applying its rule as to "bulked shipments intended to be distributed by the consignee," defendant charged its parcel rate against each separate package; *Held*, That the rule against bulked shipments is illegal. Reparation awarded.

Export Shipping Company *v.* Wabash Railroad Company et al. (14 I. C. C. Rep., 437.)

604. Complainant delivered to defendants in Chicago for transportation to New York 3 carloads of freight consisting of a number of packages of various ownership, assembled by complainant before delivery to the carrier, and each consigned under a single bill of lading to a single consignee. On arrival in New York the delivering carrier refused to apply the carload rate, but in accordance with the note to Rule 5-B and Rule 15-E of the Official Classification, assessed the less than carload rates; *Held*, That note to Rule 5-B and Rule 15-E are unlawful. *California Commercial Association v. Wells, Fargo & Co.*, *supra*, followed. Reparation awarded.

Cox Brothers *v.* St. Louis & San Francisco Railroad Company. (14 I. C. C. Rep., 464.)

605. Complaint alleged that defendant from October, 1906, to April, 1907, failed to furnish complainants with cars for the shipment of hay from Afton, Okla., to St. Louis and other Missouri points, while during that time defendant furnished cars to shippers of corn at Afton and to shippers of hay at other specified points; *Held*, upon the facts and circumstances disclosed by the record, that defendant is not responsible in damages to complainants for lack of facilities to meet demands upon it during the period named, that defendant's refusal to allow cars to be loaded with hay at a time when cars were being loaded with grain was not undue discrimination against complainants, and that therefore the complaint should be dismissed.

Kansas City Cotton Mills Company *v.* Chicago, Rock Island & Pacific Railway Company et al. (14 I. C. C. Rep., 468.)

606. Complainant alleges that its cotton mill at Kansas City is not given the advantage of its location, because of high rates on raw cotton from Oklahoma and Texas and low rates on cotton fabric from those states into Kansas City; it appeared that just prior to filing of complaint defendants' rates upon raw cotton from Oklahoma points to Kansas City were reduced; *Held*, under the circumstances attending the character of the commodity, its manner of shipment, the extensive zone to which the present rates apply, and the relation which exists between these rates and those elsewhere in cotton-producing territory, that such reduced rates are not unreasonable.
607. For reasons given in the opinion, complainant's contention as to unreasonableness of rates on raw cotton and its products from points in Texas to Kansas City is not sustained.

Florida Fruit & Vegetable Shippers' Protective Association *v.* Atlantic Coast Line Railroad Company et al. (14 I. C. C. Rep., 476.)

608. All-rail rates on oranges and pineapples from shipping points in Florida to Florida base points found not to be unreasonable, but carload rates from the base points to northeastern cities found unreasonable, and maxima established therefor.
609. Rail-and-water rates on these commodities between such points not found unreasonable, and the Commission declines to establish carload rates by rail and water.

610. Rates on oranges from Florida base points to territory north of the Ohio River ought not to be higher on the average than from California; but the establishment of a blanket rate applicable to that territory is not justified.
611. Present rail-and-water rates on vegetables from Florida base points to northeastern cities found excessive, and lower maxima established. Whether lower carload rates should be established upon vegetables to eastern markets, query. The present any-quantity all-rail rates upon vegetables are reasonable excepting to Boston. The vegetable rates from Florida to points north of the Ohio River found reasonable.
612. The minimum carload weight established for the transportation of strawberries from Florida shipping points to the northern markets should be reduced from 200 crates per car to 175 crates per car.
613. Refrigeration charges on fruits and vegetables from Florida to northern markets not found to be excessive.

Traffic Bureau, Merchants' Exchange of St. Louis, *v.* Chicago, Burlington & Quincy Railroad Company. (14 I. C. C. Rep., 510.)

614. Petitions of various parties not of record in this and four other cases relative to the payment of elevation allowances at Missouri River points, asking that the cases be reopened, that intervention be allowed, and further investigation be had, denied.

Platten Produce Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (14 I. C. C. Rep., 512.)

615. Complainant alleges that a rate of 34½ cents per 100 pounds charged him by the Chicago, Milwaukee & St. Paul Railway Company for the shipment of a mixed carload of cabbages, potatoes, and onions from Green Bay, Wis., to Poplar Bluff, Mo., is unreasonable and unjust to the extent that it exceeds 27 cents per 100 pounds. The only reason given for filing the complaint, and the only evidence offered to sustain it, was that the complainant had previously been charged the 27-cent rate for similar shipments by the Chicago & North Western Railway Company. Inasmuch as the published tariffs of the carriers appear to show that at the time the shipment in question moved the rate applicable was 35½ cents per 100 pounds, and that no tariff by any route shows a 27-cent rate on such commodities between the points named, the complaint is dismissed.

Fort Wayne Rolling Mill Company *v.* New York, Chicago & St. Louis Railroad Company et al. (14 I. C. C. Rep., 514.)

616. Complainant shipped 2 carloads of bar iron from Fort Wayne, Ind., to Joliet, Ill., for the transportation of which defendants charged a higher rate than was in effect from Fort Wayne to Chicago. Complaint alleged, and answers admitted, that Joliet ought properly to be a Chicago rate point with respect to that commodity. Subsequently Chicago rates on bar iron from Fort Wayne were made applicable to Joliet; *Held*, on the record, that Joliet must be maintained by the defendants as a Chicago rate point with respect to bar iron for a period of two years from the date of their tariff to that effect, and that complainant is entitled to recover from defendants the sum of \$11.15 as reparation on their shipments.

State of Oklahoma *v.* Atchison, Topeka & Santa Fe Railway Company. (14 I. C. C. Rep., 516.)

617. Upon complaint alleging that defendant's rates for the transportation of coal from Pittsburg, Kans., and certain Colorado points to various points in Oklahoma are unreasonable; *Held*, That complainant's contention is not sustained by facts found. Complaint dismissed.

Flint & Walling Manufacturing Company *v.* Grand Rapids & Indiana Railway Company et al. (14 I. C. C. Rep., 520.)

618. Shipment of carload of tanks and substructures weighing 52,400 pounds, from Kendallville, Ind., to Gallatin, Tenn., to which movement a rate of 46 cents per 100 pounds was applied, made by a com-

bination of the local joint rate of 16 cents via Grand Rapids & Indiana Railway and Pittsburg, Cincinnati, Chicago & St. Louis Railway from Kendallville to Louisville, distance 246 miles, and the local rate of 30 cents via Louisville & Nashville Railway from Louisville to Gallatin, distance 159 miles. The rate from Louisville to Nashville, distant 187 miles, is 15 cents, making a through rate from Kendallville to Nashville of 31 cents. Since the movement to Nashville is through Gallatin, the complainant claims that 46 cents to Gallatin as against 31 cents to Nashville is unlawful; *Held*, That inasmuch as the rate to Nashville is forced by competitive conditions not existing at Gallatin it can not be taken as a standard by which to measure the Gallatin rate; that in all such cases the reasonableness of the rate to the intermediate point is of necessity involved, but that under the circumstances of this case, as stated in the opinion, that question will not be here considered. Complaint dismissed.

Gamble-Robinson Commission Company v. Northern Pacific Railway Company. (14 I. C. C. Rep., 523.)

619. Complainant made shipment of apples from Nooksack, Wash., to Minneapolis, Minn., paying \$1 per 100 pounds. The complaint alleged that the rate from Nooksack should not have exceeded 80 cents, since that rate was applicable from certain other points. After the shipment the rate of 80 cents was extended to Nooksack, but before the hearing the rate from all points had been advanced to \$1; *Held*, That to maintain a higher rate from Nooksack than from the other point was a discrimination against Nooksack and unlawful; that the rate at the time the shipment moved should have been 80 cents, and that the complainant was therefore entitled to reparation upon that basis.

620. No opinion is expressed as to the reasonableness of the present rate of \$1, that question not being presented by the complaint nor referred to in the evidence.

Slimmer & Thomas v. Chicago, St. Paul, Minneapolis & Omaha Railway Company et al. (14 I. C. C. Rep., 525.)

621. The stock-cattle rate from South St. Paul to points upon the Pierre, Rapid City & Northwestern Railway should not exceed 75 per cent of the beef-cattle rate.

622. Reparation allowed on account of certain shipments of stock cattle which had moved at the beef-cattle rate.

McCaull-Dinsmore Company v. Chicago Great Western Railway Company et al. (14 I. C. C. Rep., 527.)

623. Damages allowed for the misrouting of certain shipments of wheat from points upon the St. Joseph & Grand Island Railway to Chicago. The shipments might have moved either through St. Joseph at a rate of 35½ cents, or through Omaha at a rate of 33½ cents, and were sent by the more expensive route.

J. N. Katzmaier v. Atchison, Topeka & Santa Fe Railway Company et al. (14 I. C. C. Rep., 528.)

624. Reparation awarded on account of the exaction of freight charges for excess weight on a shipment of coal from Williams, Okla., to Kansas City, Mo.

Stock Yards Cotton & Linseed Meal Company v. St. Louis Southwestern Railway Company et al. (14 I. C. C. Rep., 530.)

625. Complainant alleges the exaction of an excessive charge for the transportation of a shipment of cotton-seed cake from Shreveport, La., to Leon, Kans., routed via Sherman, Tex. A reasonable rate prescribed and reparation awarded.

Beekman Lumber Company v. St. Louis Southwestern Railway Company et al. (14 I. C. C. Rep., 532.)

626. Complainant questioned the legality of a reconsigning charge of \$5 per car as applied on 4 carloads of lumber from Thornton, Ark., originally consigned to East St. Louis, and diverted to Granite City, Ill.;

also the lawfulness of a car service charge of \$2 on a carload of lumber from Atlanta, La., originally billed to East St. Louis and re-consigned to Granite City; *Held*, That the reconsigning charge assessed on the shipments from Thornton, Ark., was made in accordance with the published tariffs, and no evidence having been offered or adduced to show that such charge is of itself unreasonable, complainant's claim for reparation is denied; *Held further*, That the exaction of the car service charge of \$2 on the shipment from Atlanta, La., was unlawful and refund thereof ordered.

627. Where a carrier provides in its tariff for reconsignment without any requirement for prepayment of freight or guaranty of the same it may not lawfully charge demurrage for time during which it holds the shipment while parleying with its connections as to advancement of its freight charges.

Minneapolis Threshing Machine Company v. Chicago, Milwaukee & St. Paul Railway Company et al. (14 I. C. C. Rep., 536.)

628. Reparation allowed with respect to the shipment of machinery from Hopkins, Minn., to Abbyville, Kans., for the reason that the joint through rate exceeded the sum of the locals.

Hayden & Westcott Lumber Company v. Gulf & Ship Island Railroad Company et al. (14 I. C. C. Rep., 537.)

629. Reparation allowed with respect to shipment of lumber from Jackson, Miss., to Chicago, Ill., since rate charged had been found by the Commission to be unreasonable. *Central Yellow Pine Asso. v. I. C. R. R. Co.*, 10 I. C. C. Rep., 505, cited and applied.

Hayden & Westcott Lumber Company v. Gulf & Ship Island Railroad Company et al. (14 I. C. C. Rep., 539.)

630. Reparation allowed on shipment of lumber from Jackson, Miss., to Chicago, Ill., following *Hayden & Westcott Lumber Co. v. G. & S. I. R. R. Co. et al.*, 14 I. C. C. Rep., 537.

Hayden & Westcott Lumber Company v. Gulf & Ship Island Railroad Company et al. (14 I. C. C. Rep., 540.)

631. Reparation allowed with respect to a shipment of lumber from Jackson, Miss., to Chicago, Ill., following *Hayden & Westcott Lumber Co. v. G. & S. I. R. R. Co. et al.*, 14 I. C. C. Rep., 537.

T. M. Kehoe & Company v. Illinois Central Railroad Company. (14 I. C. C. Rep., 541.)

632. Complainant alleged that defendant's charge of \$3 per car for the privilege of reconsigning shipments of hay at Cairo, Ill., was unreasonable; but subsequently defendant abrogated such reconsignment charge at Cairo, thus removing the original cause of complaint.

633. At the hearing, claim for reparation was urged on account of shipments made while the reconsignment rule was in effect; but upon the facts disclosed in the record, the claim is disallowed and the complaint dismissed.

Union Pacific Tea Company v. Pennsylvania Railroad Company et al. (14 I. C. C. Rep., 545.)

634. Earthenware or crockery is classified under rule 26, in Official Classification, 20 per cent less than third class, L. C. L., whatever the form of the package. Chinaware in the same classification is first class in boxes and second class in casks. Complainant asks that no higher rate be imposed on the low grade of china imported by it than applies on crockery; *Held*, That the rate on chinaware in boxes should be reduced to second class, but effective date of order is postponed until February 1, 1909, so that carriers can present an amended classification on crockery and chinaware if they see fit.

635. The Commission declines at the present time to establish a rating upon basis of value, but commends the idea to the consideration of the carriers.

John A. Wilson *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (14 I. C. C. Rep., 549.)

636. Reparation allowed with respect to shipment of grain products from Kansas City, Mo., to Howard, Wis., for the reason that the sum of the locals exceeded a joint rate now applying.

Traffic Bureau, Merchants' Exchange of St. Louis, *v.* Chicago, Burlington & Quincy Railroad Company et al. (14 I. C. C. Rep., 551.)

637. Effective date of order herein, relative to payment of elevation allowances at Missouri River points, postponed until July 1, 1909.

East St. Louis Walnut Company *v.* Missouri Pacific Railway Company et al. (14 I. C. C. Rep., 553.)

638. Rate of 17½ cents per 100 pounds for the transportation of walnut logs in carloads from Newport, Ark., to East St. Louis, Ill., found unreasonable, and 11½ cents prescribed as a maximum rate for the future. Reparation awarded.

T. M. Kehoe & Company *v.* Nashville, Chattanooga & St. Louis Railway Company et al. (14 I. C. C. Rep., 555.)

639. Commission will not impose on carrier duty of telegraphing to consignor in the event that shipment is refused by consignee or latter can not be found. Present practice not unreasonable.

Crutchfield & Woolfolk *v.* Louisville & Nashville Railroad Company. (14 I. C. C. Rep., 558.)

640. Complaint challenged lawfulness of rate on grapes in carloads made by defendant and its connections from Pewee Valley, Ky., to Pittsburg, Pa.; but the connecting carriers participating in the rate were not made parties. As the necessary parties are not before the Commission, complainant is given leave to amend its complaint as it may be advised, after which further hearing will be had.

American Lumber & Manufacturing Company *v.* Southern Pacific Company et al. (14 I. C. C. Rep., 561.)

641. Reparation awarded on account of imposition of an unreasonable freight charge on a shipment of lumber from Paper Mills, Oreg., to Queen Junction, Pa., because of carriers' inability to supply a car of the size ordered by the shippers.

Railroad Commission of Indiana *v.* Kentucky & Indiana Bridge & Railroad Company et al. (14 I. C. C. Rep., 563.)

642. The local rates between Louisville, Ky., and New Albany, Ind., here complained of, are not found under the circumstances to be excessive.

643. Traffic originating at points south of Louisville destined to New Albany, or originating at points north of New Albany and destined to Louisville, is through traffic; and, in the absence of a through joint rate, the rates applicable on such business when it reaches either Louisville or New Albany are the rates set forth in Bridge Tariff No. 18.

J. W. Thompson Lumber Company et al. *v.* Illinois Central Railroad Company et al. (14 I. C. C. Rep., 566.)

644. On petition for rehearing and modification of order; *Held*, The original order will be so modified as to make it effective on hard-wood staves and heading and cooperage stock from Memphis, Tenn., to New Orleans, La. No order made as to intermediate points. Reparation denied.

J. E. Baker *v.* Cumberland Valley Railroad Company et al. (14 I. C. C. Rep., 568.)

645. Rates on furnace limestone from Bunker Hill, W. Va., to various points in Ohio and Pennsylvania west of Pittsburg found unjust and unreasonable to the extent that they exceed an increase of 5 cents per ton over and above the rate from Martinsburg, W. Va. Reduction ordered.

Grand Rapids Plaster Company *v.* Pere Marquette Railroad Company. (14 I. C. C. Rep., 571.)

646. In November and December, 1907, complainant shipped 2 carloads of plaster from Grand Rapids, Mich., to Milwaukee, Wis., via defendant

railway and its car ferry. Charges were collected at the rate of 9 cents per 100 pounds in accordance with defendant's regularly published tariff. Prior to October 5, 1907, the rate applicable to this transportation was $7\frac{1}{2}$ cents per 100 pounds, and defendant has reestablished the $7\frac{1}{2}$ -cent rate since the shipments in question; *Held*, That the rate assessed by defendant was unjust and unreasonable to the extent that it exceeded $7\frac{1}{2}$ cents per 100 pounds. Reparation awarded.

R. A. Sylvester v. Pennsylvania Railroad Company et al. (14 I. C. C. Rep., 573.)

647. Complainant shipped oranges from different Florida points to Pottsville, Pa. Defendants' rates applicable to this traffic exceeded the combination of locals upon Reading, Pa., by 5 cents per box. Since the shipments in question defendants have increased the rate from the points of origin to Reading by 8.8 cents per box, thus making the combination of locals 3.2 cents greater than the through rate; *Held*, That the through joint rates at the time of shipments were unjust and unreasonable to the extent that they exceeded the combination of locals upon Reading, Pa. Reparation awarded.

East St. Louis Walnut Company v. Chicago, Rock Island & Pacific Railway Company et al. (14 I. C. C. Rep., 575.)

648. Rates of 16 and $17\frac{1}{2}$ cents per 100 pounds for the transportation of walnut logs in carloads from Jacksonport, Ark., to St. Louis, Mo., and East St. Louis, Ill., respectively, found unreasonable, and 13 and $14\frac{1}{2}$ cents prescribed as maximum rates for the future. Reparation awarded.

Carstens Packing Company v. Northern Pacific Railway Company et al. (14 I. C. C. Rep., 577.)

649. Defendants' tariff, applicable to transportation of cattle from Anaconda, Mont., to Tacoma, Wash., names rate of \$110 per $36\frac{1}{2}$ -foot car. Complainant ordered $36\frac{1}{2}$ -foot equipment, but 2 of the cars furnished were only 34 feet in length. Since the shipment defendants' tariff has been amended so as to provide that when cars less than 36 feet in length are furnished for carriers' convenience a reduction of $3\frac{1}{2}$ per cent per foot will be made from rates applicable to cars not exceeding $36\frac{1}{2}$ feet in length; *Held*, That the tariff prior to amendment as indicated was unreasonable. Reparation awarded.

Hardenberg, Dolson & Gray v. Northern Pacific Railway Company. (14 I. C. C. Rep., 579.)

650. On 31 carloads of hay shipped by complainant from Portland, Oreg., to Auburn, Wash., over defendant's line, defendant collected charges at the rate of 14 cents per 100 pounds in accordance with its duly published tariffs. The combination of locals upon Tacoma or Seattle is 13 cents per 100 pounds; *Held*, That the through rate is unjust and unreasonable to the extent that it exceeds the combination of locals. Reduction ordered and reparation allowed.

William H. Anthony v. Philadelphia & Reading Railway Company et al. (14 I. C. C. Rep., 581.)

651. The differences in the value of two commodities, in the volume of the traffic, in the conditions under which they move, and in the risk and cost of handling them ordinarily result in a substantial difference in the rates under which they are carried; and therefore a comparison of the rates on cement with the rates on potatoes is of little value in support of an allegation that there is a discrimination in rates in favor of cement as against potatoes, the two commodities being wholly noncompetitive.

652. Potatoes, being in the fifth class, take 17-cent rate from one Pennsylvania rate group and a 14-cent rate from an adjoining New Jersey group to certain New England points. Cement moves to the same points under a blanket commodity rate from all mills within the radius of the two groups; *Held*, That complainant's contention that

potatoes ought, for that reason, to enjoy one rate, viz, the 14-cent rate, from all points within the same radius is without merit, and the complaint is therefore dismissed.

Joseph Ullman *v.* Adams Express Company et al. (14 I. C. C. Rep., 585.)

653. If briefs are not filed within the time fixed by the Commission, no failure to accord the defendants a full hearing, as required by the 15th section, results from disposing of the case before briefs are received.

654. Under ordinary circumstances oral argument will be permitted in proceedings before the Commission in which an order reducing a rate or changing a regulation or practice is prayed for, but requests for such argument should be made not later than at the close of the taking of the testimony.

Kansas City Hay Dealers' Association *v.* Missouri Pacific Railway Company et al. (14 I. C. C. Rep. 597.)

655. While the action of the Commission in one case touching the reasonableness of a rule or regulation affecting rates ought ordinarily to afford a guide for its action in another case involving the same rule or regulation, even though between other litigants, nevertheless the question of reasonableness is always one of fact, and each case must stand upon its own record. The ruling on a question of reasonableness in a previous case is not necessarily of controlling authority in the disposition of a subsequent case between other parties, where different facts are involved.

656. On the record here, *Held*, That the minimum carload weights required in the hay traffic under the published tariffs of the defendants ought not to be disturbed, except as to certain equipment of old style and small size mentioned in the report.

657. The ruling of the Commission in *Wiemer et al. v. C. & N. W. Ry. Co. et al.*, 12 I. C. C. Rep., 462, relied on by the complainant herein, distinguished and explained.

Kansas City Hay Company *v.* St. Louis & San Francisco Railroad Company. (14 I. C. C. Rep. 631.)

658. During the months of September and October, 1907, when the shipments in question moved, the regulations of the Commission did not require, as do the present regulations in Rule 10 of Tariff Circular 15-A, that a tariff naming local rates into a reconsigning point must either specifically show the reconsigning privilege and charge therefor or specifically refer to the separate tariff in which the privilege and charge are published. Therefore, *Held*, That complainant's demand for a refund of a reconsignment charge of \$2 per car on the shipments named in the complaint, on the ground that the defendant's tariff naming the local rates was defective in that respect, is without merits and must be dismissed.

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APPENDIX C.

FORMAL PROCEEDINGS INSTITUTED BEFORE THE COMMISSION
DURING THE YEAR.

**FORMAL PROCEEDINGS INSTITUTED BEFORE THE COMMISSION
DURING THE YEAR.**

1352. *Detmer Woolen Company v. Delaware, Lackawanna & Western Railroad Company and others.*
Violation of section 1 in rates on tailors' samples of woolen goods to be used for advertising purposes from New York to San Francisco.
December 4, 1907. Complaint filed.
December 23, 1907. Answer filed.
April 6, 1908. Order of discontinuance entered.
1353. *Detmer Woolen Company v. Delaware, Lackawanna & Western Railroad Company and others.*
Violation of section 1 in rates on tailors' samples of woolen goods to be used for advertising purposes from New York to Kansas City.
December 4, 1907. Complaint filed.
April 6, 1908. Order of discontinuance entered.
1354. *Detmer Woolen Company v. Delaware, Lackawanna & Western Railroad Company and others.*
Violation of section 1 in rates on tailors' samples of woolen goods to be used for advertising purposes from New York to Chicago.
December 4, 1907. Complaint filed.
April 6, 1908. Order of discontinuance entered.
1355. *Detmer Woolen Company v. Delaware, Lackawanna & Western Railroad Company and others.*
Violation of section 1 in rates on tailors' samples of woolen goods to be used for advertising purposes from New York to Seattle, Wash.
December 4, 1907. Complaint filed.
December 21 to 30, 1907. Answers filed.
April 6, 1908. Order of discontinuance entered.
1356. *MacBride Coal and Coke Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.*
Violation of section 1 in failure to deliver 7 carloads of coal shipped from Marion, Ill., to Minneapolis, Minn., to Northern Pacific Railway Company, resulting in unjust and unlawful demurrage charges.
December 5, 1907. Complaint filed.
December 30, 1907. Answer filed.
March 24, 1908. Hearing.
April 13 to May 1, 1908. Briefs filed.
June 3, 1908. Report and order filed.
1357. *Joseph Ullman v. Adams Express Company and others.*
Violation of sections 1, 2, and 3 in rates on furs for export from St. Paul, Minn., to New York, N. Y.
December 6, 1907. Complaint filed.
December 27, 1907, to January 2, 1908. Answers filed.
February 1, 1908. Hearing.
April 27, 1908. Hearing.
May 26, 1908. Amended petition filed.
May 27, 1908. Hearing.
June 13 to July 9, 1908. Briefs filed.
June 25, 1908. Report and order filed.
September 2, 1908. Petitions to reopen case, and brief in support of same, filed.
September 2, 1908. Order entered reopening case for oral argument.
October 14, 1908. Argument.
November 14, 1908. Report and order on petition for rehearing filed.
1358. *Parlin & Orendorff Machinery Company v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.*
Violation of sections 1, 2, and 3 by advances in rates on agricultural implements and vehicles from Connorsville, Ind., to St. Louis, Mo., by reason of change in classification.

- December 6, 1907. Complaint filed.
 December 26, 1907. Answer filed.
 April 6, 1908. Order of discontinuance entered.
1359. *Victor Fuel Company v. Atchison, Topeka & Santa Fe Railway Company.*
 Violation of section 1 in refusal of defendant to make allowances for expenses incurred by complainant in making certain box and stock cars available for transportation of coal.
 December 7, 1907. Complaint filed.
 March 13, 1908. Answer filed.
 March 28, 1908. Hearing.
 April 6 to May 18, 1908. Briefs filed.
 June 23, 1908. Report and order filed.
1360. *Chicago, Rock Island & Pacific Railway Company v. Souers & Langdon.*
 Violation of act by failure of defendant to pay legal rate on shipment of coal from East St. Louis, Ill., to Grundy Center, Iowa.
 December 9, 1907. Complaint filed.
 December 26, 1907. Order of dismissal entered.
1361. *Charles A. Sanford v. Western Express Company.*
 Violation of section 1 in rate on dry goods and other merchandise from St. Paul, Minn., to Courtenay, N. Dak.
 December 9, 1907. Complaint filed.
 December 27, 1907. Answer filed.
 November 20, 1908. Hearing.
1362. *Charles A. Sanford v. Wells, Fargo & Company Express and others.*
 Violation of section 1 in rates on medicine from New York, N. Y., to Courtenay, N. Dak.
 December 9, 1907. Complaint filed.
 December 27, 1907. Answers filed.
 November 20, 1908. Hearing.
1363. *J. T. Wellington and others v. St. Louis & San Francisco Railroad Company.*
 Violation of section 1 in switching charges on shipments of wood at Kansas City, Mo.
 December 9, 1907. Complaint filed.
 January 4, 1908. Answer filed.
 April 6, 1908. Case submitted on agreed statement of facts.
 May 4, 1908. Report and order filed.
1364. *Rhineland Paper Company v. Northern Pacific Railway Company and others.*
 Violation of section 1 in rates on pulp wood in carloads from Duluth and other points in Minnesota to Rhinelander, Wis., and rates on paper and pulp between points in Wisconsin and Minnesota and Mississippi River points to western points.
 December 10, 1907. Complaint filed.
 January 10, 1908. Answers filed.
 March 21, 1908. Hearing.
 April 11 to May 4, 1908. Briefs filed.
 June 8, 1908. Report and order filed.
1365. *Kalispell Lumber Company and others v. Great Northern Railway Company and others.*
 Violation of section 1 by excessive and unreasonable advance in rates on lumber and other forest products from Flathead district of Montana to points east of the State of Montana and west of Devils Lake, N. Dak., known as the "Minot region."
 December 10, 1907. Complaint filed.
 December 30, 1907, to January 2, 1908. Answers filed.
1366. *Keystone Coal Company v. Illinois Central Railroad Company and others.*
 Violation of section 1 in alleged overcharge of 2 cents per 100 pounds on yellow-pine lumber from points in Louisiana to Chicago, Ill.
 December 12, 1907. Complaint filed.
 January 10, 1908. Answers filed.
 May 25 to 28, 1908. Hearing.
1367. *Theodore Hofeller & Co. v. Lake Shore & Michigan Southern Railway Company and others.*
 Violation of section 1 in through rate on waste paper and paper stock between Buffalo, N. Y., and Neenah, Menasha, Appleton, and Kimberly, Wis., as compared with the sum of the locals.

- December 13, 1907. Complaint filed.
 January 9 to July 7, 1908. Answers filed.
 October 12, 1908. Order entered.
1368. Theodore Hofeller & Co. *v.* Michigan Central Railroad Company and others.
 Violation of sections 1, 2, and 3 in rates on waste paper from Buffalo, N. Y., to Appleton and Kimberly, Wis.
 December 13, 1907. Complaint filed.
 January 9, 1908. Answer filed.
 April 20, 1908. Order of discontinuance entered.
1369. Indiana Steel and Wire Company *v.* Chicago, Rock Island & Pacific Railway Company and others.
 Violation of sections 1, 2, and 3, by unjust and unreasonable advance in rate on wire, wire nails, and woven-wire fencing from Muncie, Ind., to Arkansas common points.
 December 14, 1907. Complaint filed.
 January 7 to February 27, 1908. Answers filed.
 May 7-8, 1908. Hearing.
 June 3 to 23, 1908. Briefs filed.
 June 11, 1908. Argument.
1370. Kitselman Brothers *v.* Chicago, Rock Island & Pacific Railway Company and others.
 Violation of sections 1, 2, and 3 by unjust and unreasonable advance in rates on wire, wire nails, and woven-wire fencing from Muncie, Ind., to Arkansas common points.
 December 14, 1907. Complaint filed.
 January 7 to February 27, 1908. Answers filed.
 May 7-8, 1908. Hearing.
 June 3 to 23, 1908. Briefs filed.
 June 11, 1908. Argument.
1371. Kokomo Steel and Wire Company *v.* Chicago, Rock Island & Pacific Railway Company and others.
 Violation of sections 1, 2, and 3 by unjust and unreasonable advance in rates on wire, wire nails, and woven-wire fencing from Kokomo, Ind., to Arkansas common points.
 December 14, 1907. Complaint filed.
 January 7 to February 28, 1908. Answers filed.
 May 7-8, 1908. Hearing.
 June 3 to 23, 1908. Briefs filed.
 June 11, 1908. Argument.
1372. Benton Transit Company *v.* Benton Harbor-St. Joe Railway and Light Company.
 Violation of section 3 in refusal of defendant to establish through route and joint rate with complainant from Benton Harbor, Mich., to Chicago, Ill.
 December 18, 1907. Complaint filed.
 January 7, 1908. Answer filed.
 April 20, 1908. Hearing.
 May 1 and 6, 1908. Briefs filed.
 May 11, 1908. Report and order filed.
1373. T. M. Kehoe & Co. *v.* Illinois Central Railroad Company.
 Violation of section 1 by unjust and unreasonable reconsignment charge of \$3 per carload on hay at Quincy, Ill.
 December 18, 1907. Complaint filed.
 December 30, 1907. Answer filed.
 May 11, 1908. Hearing.
 June 1 to 25, 1908. Briefs filed.
 November 10, 1908. Report and order filed.
1374. W. E. Walton *v.* Chesapeake Beach Railway Company.
 Violation of section 1 in rates on coal in bags from Washington, D. C., to Chesapeake Beach, Md.
 December 19, 1907. Complaint filed.
 December 26, 1907. Order of discontinuance entered.
1375. Greater Des Moines Committee (Incorporated) *v.* Minneapolis & St. Louis Railroad Company.
 Violation of sections 1, 2, and 3 by unreasonable class and commodity rates between Des Moines, Iowa, and various points in Minnesota, South Dakota, and Iowa.

- December 19, 1907. Complaint filed.
 January 9, 1908. Answer filed.
 February 27, 1908. Hearing.
1376. *Forest City Freight Bureau v. Ann Arbor Railroad Company and others.*
 Violation of section 1 by unjust and unreasonable rates on paper in bundles and rolls, carloads, from Brokaw, Wis., to points in Central Freight Association territory.
 December 20, 1907. Complaint filed.
 January 2 to May 2, 1908. Answers filed.
 November 14, 1908. Order of dismissal entered.
1377. *Deeds & Manley v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.*
 Violation of sections 1, 2, and 3 by advance in rates on vehicles in carloads from Connersville, Ind., to East St. Louis, Ill.
 December 21, 1907. Complaint filed.
 January 10, 1908. Answer filed.
 April 6, 1908. Order of discontinuance entered.
1378. *Covington Machine Company v. Chesapeake & Ohio Railway Company.*
 Violation of sections 1, 2, and 3 in rates on coke from the New River district of West Virginia to Covington, Va.
 December 27, 1907. Complaint filed.
 January 31, 1908. Order entered.
1379. *La Salle and Bureau County Railroad Company v. Chicago & Northwestern Railway Company.*
 Violation of section 3 in refusal of defendant to pay switching charges on certain cars transferred to complainant at La Salle Junction, Ill.
 December 28, 1907. Complaint filed.
 January 18, 1908. Answer filed.
 March 24, 1908. Hearing.
 June 2, 1908. Report and order filed.
1380. *Elk Coal Company v. Coal and Coke Railway Company.*
 Violation of sections 1, 2, and 3 by unjust and discriminatory methods in the distribution of cars for shipments of coal from complainant's mines at Turner and Queen Shoals, W. Va., to various points.
 December 28, 1907. Complaint filed.
 January 17, 1908. Answer filed.
 April 7, 1908. Hearing.
1381. *Black Mountain Coal Land Company (Incorporated) and others v. Southern Railway Company and others.*
 Violation of sections 1, 2, and 3 by unjust discrimination in apportionment of cars in coal shipments and unjust and unreasonable rates on coal, carloads, from the Black Mountain district of Virginia to points in Tennessee, North and South Carolina, as compared with rates to same points from Middlesboro and Coal Creek district of Kentucky.
 December 30, 1907. Complaint filed.
 January 29 to 31, 1908. Answers filed.
 April 22-23, 1908. Hearing.
 May 18 to October 15, 1908. Briefs filed.
 October 19-20, 1908. Argument.
1382. *Fort Wayne Rolling Mill Company v. New York, Chicago & St. Louis Railroad Company and others.*
 Violation of section 1 in rate on bar iron from Fort Wayne, Ind., to Joliet, Ill.
 December 30, 1907. Complaint filed.
 January 22 to February 15, 1908. Answers filed.
 November 10, 1908. Report and order filed.
1383. *Commercial Club of Johnson City v. Baltimore & Ohio Railroad Company and others.*
 Violation of sections 1, 2, 3, and 4 in rates from eastern cities to Johnson City, Tenn., as compared with rates from same points to Bristol and Morristown, Tenn.
 January 2, 1908. Complaint filed.
 January 10 to 28, 1908. Answers filed.
 February 21-22, 1908. Hearings.
 April 13 to May 20, 1908. Briefs filed.
 May 8, 1908. Argument.
 June 8, 1908. Report and order filed.

1384. William Larsen Canning Company *v.* Chicago & Northwestern Railway Company and others.
Violation of section 1 in rates on canned goods from Green Bay, Wis., to Washington Court House, Ohio.
January 4, 1908. Complaint filed.
January 16 to 25, 1908. Answers filed.
March 20, 1908. Hearing.
April 6, 1908. Report and order filed.
1385. Fain & Stamps *v.* Atlantic Coast Line Railroad Company and others.
Violation of section 1 in refrigeration charges on oranges from St. Petersburg, Fla., to Atlanta, Ga.
January 4, 1908. Complaint filed.
January 25, 1908. Answer filed.
May 4, 1908. Report and order filed.
1386. Nicola Stone & Myers Company *v.* Louisville & Nashville Railroad Company and others.
Violation of sections 1, 2, and 3 by unreasonable and unjust increase in rates on yellow-pine lumber from points in States of Texas, Arkansas, Louisiana, Mississippi, Alabama, Georgia, and Florida via Ohio River gateways to Central Traffic territory and Trunk Line territory.
January 4, 1908. Complaint filed.
January 7, 1908. Order entered allowing amendment to petition.
January 23 to March 16, 1908. Answers filed.
April 16, 1908. Hearing.
April 28 to June 16, 1908. Briefs filed.
June 25, 1908. Report filed.
1387. Fairmont Creamery Company *v.* Pacific Express Company.
Violation of sections 1, 2, and 3 in refusal of defendant to issue bills of lading covering free return of empty cream cans which had been carried over its lines filed.
January 6, 1908. Complaint filed.
January 23, 1908. Answer filed.
June 10 to 13, 1908. Hearing.
September 8 to 12, 1908. Hearing.
October 26 to November 23, 1908. Briefs filed.
1388. Monroe Progressive League *v.* St. Louis, Iron Mountain & Southern Railway Company and others.
Violation of sections 1, 2, and 3 in class and commodity rates from western points, Ohio and Mississippi River crossings, to Monroe, La., as compared with rates to New Orleans and Shreveport, La.
January 8, 1908. Complaint filed.
January 28 to February 24, 1908. Answers filed.
February 11 and 27, 1908. Intervening petitions filed.
June 4-5, 1908. Hearing.
September 25, 1908. Deposition filed.
1389. Corporation Commission of the State of North Carolina *v.* Norfolk & Western Railway Company and others.
Violation of sections 1, 2, and 3 in class and commodity rates from points in the states of Ohio, Indiana, Kentucky, Missouri, and Illinois, and on coal from Bluefield, W. Va., to Winston-Salem, N. C., as compared with rates from same points of origin to Roanoke, Richmond, Lynchburg, and Norfolk, Va.
January 8, 1908. Complaint filed.
January 31, 1908. Intervening petition filed.
February 6 to 12, 1908. Answers filed.
March 27-28, 1908. Hearing.
May 27, 1908. Order entered making additional parties defendant.
June 4 to 6, 1908. Hearing.
August 15 to October 13, 1908. Briefs filed.
October 22, 1908. Argument.
1390. Anderson, Clayton & Company *v.* Chicago, Rock Island & Pacific Railway Company.
Violation of sections 1, 2, and 3 by discriminatory and unreasonable rules and practices in the compression of cotton in transit at points in Oklahoma when destined for points beyond the state.
January 9, 1908. Complaint filed.
February 12, 1908. Answer filed.
May 4, 1908. Order of discontinuance entered.

1391. Centerville Block Coal Company *v.* Chicago, Burlington & Quincy Railroad Company.
 Violation of section 1 in refusal of defendant to pay complainant for necessary expenses incurred in cleaning stock cars furnished for shipments of coal.
 January 10, 1908. Complaint filed.
 January 29, 1908. Answer filed.
 May 26, 1908. Hearing.
 June 15 to July 6, 1908. Briefs filed.
 June 24, 1908. Order entered.
1392. T. H. Bunch and others *v.* Chicago, Rock Island & Pacific Railway Company and others.
 Violation of section 1 in unjust and unreasonable rates on corn and corn products from points in Nebraska and Kansas to points in Arkansas and Louisiana.
 January 11, 1908. Complaint filed.
 January 22 to February 21, 1908. Answers filed.
 April 6, 1908. Report and order filed.
1393. Commercial and Industrial Association of Union Springs, Ala., *v.* Central of Georgia Railway Company.
 Violation of sections 1, 2, and 3 in the matter of compression-in-transit privileges on cotton at Union Springs, Ala., as compared with privileges granted at Montgomery, Troy, and Eufaula, Ala., and Columbus, Ga.
 January 11, 1908. Complaint filed.
 February 5, 1908. Answer filed.
1394. Pennsylvania Railroad Company and others *v.* New York, New Haven & Hartford Railroad Company.
 Violation of section 1 in refusal of defendant since October 1, 1907, to pay amount agreed upon by petitioners and other carriers as compensation for the use of cars in through freight service and interchanged among carriers.
 January 11, 1908. Complaint filed.
 February 4, 1908. Answer filed.
1395. Charles England & Company *v.* Baltimore & Ohio Railroad Company.
 Violation of sections 1, 2, and 3 by unjust construction of insurance and storage regulations and charges in connection with shipment of grain from Manitowoc, Wis., to Baltimore, Md.
 January 15, 1908. Complaint filed.
 February 5, 1908. Answer filed.
 April 29, 1908. Hearing.
 June 2, 1908. Report and order filed.
1396. Forester Hall Box Company and others *v.* St. Louis & San Francisco Railroad Company.
 Violation of section 1 by overcharge on shipment of gum lumber from points in Arkansas to Memphis, Tenn., and St. Louis and Kansas City, Mo.
 January 15, 1908. Complaint filed.
 March 2, 1908. Answer filed.
 April 6, 1908. Order of dismissal entered.
1397. Harlow Lumber Company *v.* Atlantic Coast Line Railroad Company and others.
 Violation of section 1 by overcharge on shipment of pine lumber from Warsaw, N. C., to Chappaqua, N. Y.
 January 17, 1908. Complaint filed.
 February 6 to February 11, 1908. Answers filed.
 November 23, 1908. Hearing.
1398. Saginaw Board of Trade and others *v.* Grand Trunk Railway Company and others.
 Violation of sections 1, 2, and 3 by unjust, unreasonable, and discriminatory basis for class and commodity rates between Atlantic coast points and points in Saginaw Valley territory as compared with points within the same meridians in western Ohio.
 January 18, 1908. Complaint filed.
 January 30 to March 17, 1908. Answers filed.
 April 17, 1908. Hearing.

- May 23 to July 1, 1908. Briefs filed.
 September 19, 1908. Order entered reopening case for further hearing.
 October 23, 1908. Hearing.
 November 21, 1908. Brief filed.
1399. *J. E. Baker v. Cumberland Valley Railroad Company and others.*
 Violation of sections 1, 2, and 3 by advance in rates on limestone for furnace use from Bunker Hill, W. Va., to points in Pennsylvania.
 January 18, 1908. Complaint filed.
 February 6 to 10, 1908. Answers filed.
 February 27, 1908. Stipulations filed.
 March 2, 1908. Order of Commission filed.
 March 28, 1908. Order of Commission filed.
1400. *Central Railroad Company of New Jersey and others v. New York, New Haven & Hartford Railroad Company.*
 Violation of sections 1, 2, and 3 in withdrawal by defendant of its through routes and joint rates from points on lines of complainants to points in New England via Jersey City and Harlem terminals, while continuing said routes and rates from points on the lines of the Pennsylvania and Lehigh Valley railroad companies.
 January 20, 1908. Complaint filed.
 February 8, 1908. Answer filed.
 February 13 to March 5, 1908. Intervening petitions filed.
 March 27, 28, and 30, 1908. Hearing.
 April 15 to 22, 1908. Briefs filed.
 April 24, 1908. Argument.
 September 23, 1908. Stipulation filed.
 October 12, 1908. Order of dismissal entered.
1401. *Metropolitan Paving Brick Company and others v. Ann Arbor Railroad Company and others.*
 Violation of sections 1, 2, and 3 by increase in rates on paving brick from points of manufacture in Central Freight Association territory to various eastern destinations.
 January 29, 1908. Complaint filed.
 February 8, 1908. Amended complaint filed.
 February 10 to March 20, 1908. Answers filed.
 April 8 and 21, 1908. Intervening petitions filed.
 May 4 to 6, 1908. Hearing.
 September 11 to November 16, 1908. Briefs filed.
1402. *Merchants' Cotton Press and Storage Company and others v. Illinois Central Railroad Company and others.*
 Violation of sections 1, 2, and 3 by unjust and discriminatory practices in connection with the handling of cotton from Memphis, Tenn., whereby competitors of complainants are given undue preference and advantage.
 January 22, 1908. Complaint filed.
 February 10 to 17, 1908. Answers filed.
 May 26 to 28, 1908. Hearing.
 May 26, 1908. Intervening petition filed.
 June 17, 1908. Answers to intervening petition filed.
 September 15, 1908. Amended petition filed.
 October 14 and 15, 1908. Briefs filed.
1403. *Nebraska State Railway Commission v. Missouri Pacific Railway Company.*
 Violation of sections 1, 2, and 3 in rates on corn and wheat from Cook, Burr, and Douglas, Nebr., to St. Louis via Omaha as compared with rates via Nebraska City, Nebr.
 January 24, 1908. Complaint filed.
 March 2, 1908. Answer filed.
 March 2, 1908. Order of dismissal entered.
1404. *J. W. Reed v. Chicago, Milwaukee & St. Paul Railway Company and others.*
 Violation of sections 1, 2, and 3 by unjust and unreasonable minimum carload weight on cattle shipped from Strathmore, Alberta, Canada, to Union Stock Yards, Chicago.
 January 25, 1908. Complaint filed.
 February 24, 1908. Answer filed.

- June 18, 1908. Hearing.
 July 10, 1908. Amended petition filed.
 August 8, 1908. Brief filed.
1405. *Anthony Wholesale Grocery Company v. Atchison, Topeka & Santa Fe Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on sugar, rice, canned goods, and similar commodities from various points to Anthony, Kans., as compared with rates to Wichita, Winfield, Wellington, and Hutchinson, Kans.
 January 25, 1908. Complaint filed.
 February 15 to March 16, 1908. Answers filed.
 April 1, 1908. Hearing.
 April 16 to May 8, 1908. Briefs filed.
 April 24, 1908. Intervening petition filed.
 June 2, 1908. Report and order filed.
1406. *Railroad Commission of Indiana v. Kentucky & Indiana Bridge & Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates from points south of the Ohio River to New Albany, Ind., via Kentucky and Indiana bridge.
 January 28, 1908. Complaint filed.
 February 27 to 29, 1908. Answers filed.
 May 7, 1908. Hearing.
 May 23 to June 8, 1908. Briefs filed.
 November 14, 1908. Report filed.
1407. *Glenn W. Traer, Receiver, Illinois Collieries Company v. Chicago, Burlington & Quincy Railroad Company.*
 Violation of section 1 by discrimination in furnishing cars for shipments of coal from mines of complainant and others located on line of defendant to various interstate destinations.
 January 28, 1908. Complaint filed.
 February 20, 1908. Answer filed.
 April 22-23, 1908. Hearing.
 May 8 to June 1, 1908. Briefs filed.
 June 24, 1908. Report and order filed.
1408. *A. S. Badger Company v. Wabash Railroad Company.*
 Violation of sections 1, 2, and 3 in rates on lumber from Mississippi and Southwestern territory to Chattanooga, Tenn., and Ohio and Mississippi river crossings.
 January 30, 1908. Complaint filed.
 Transferred to special reparation docket.
1409. *A. S. Badger Company v. Gulf & Ship Island Railroad Company.*
 Violation of sections 1, 2, and 3 in rates on lumber from Mississippi and Southwestern territory to Chattanooga, Tenn., and Ohio and Mississippi river crossings.
 January 30, 1908. Complaint filed.
 Transferred to special reparation docket.
1410. *E. I. du Pont de Nemours Powder Company v. Pennsylvania Railroad Company and others.*
 Violation of section 1 by unreasonable and excessive increase in rates on nitrate of soda from Philadelphia to points in Iowa, Indiana, Illinois, Michigan, Ohio, West Virginia, and Wisconsin.
 January 31, 1908. Complaint filed.
 February 18 to 25, 1908. Answers filed.
1411. *Marshall Michel Grain Company v. Missouri Pacific Railway Company.*
 Violation of section 1 in rates on grain products from points in Kansas milled at Salina, Kans., and forwarded to Little Rock, Ark., via Kansas City, Mo.
 February 3, 1908. Complaint filed.
 February 24, 1908. Answer filed.
 April 6, 1908. Hearing.
 April 11, 1908. Brief filed.
 June 6, 1908. Report and order filed.
1412. *C. E. Tayntor Granite Company v. Montpelier & Wells River Railroad and others.*
 Violation of section 1 by unreasonable carload weight on boxed granite from Barre, Vt., to Lestershire, N. Y.
 February 3, 1908. Complaint filed.

- February 14 to 25, 1908. Answers filed.
March 23, 1908. Hearing.
May 25, 1908. Hearing.
June 24, 1908. Report and order filed.
1413. The Jones Brothers Company v. Montpelier & Wells River Railroad and others.
Violation of section 1 by unreasonable rates on shipment of granite from Barre, Vt., to Saginaw, Mich.
February 3, 1908. Complaint filed.
February 14 to March 19, 1908. Answers filed.
March 23, 1908. Hearing.
May 25, 1908. Hearing.
June 24, 1908. Report and order filed.
1414. The Jones Brothers Company v. Montpelier & Wells River Railroad and others.
Violation of section 1 by unreasonable rates on granite from Barre, Vt., to Troy, N. Y.
February 3, 1908. Complaint filed.
February 14, 1908. Answer filed.
March 23, 1908. Hearing.
May 25, 1908. Hearing.
June 24, 1908. Report and order filed.
1415. The Jones Brothers Company v. Central Vermont Railway Company and others.
Violation of section 1 by unreasonable rates on granite from Barre, Vt., to Bushwick, Long Island, N. Y.
February 3, 1908. Complaint filed.
February 14 to March 10, 1908. Answers filed.
March 23, 1908. Hearing.
May 25, 1908. Hearing.
June 24, 1908. Report and order filed.
1416. The Jones Brothers Company v. Central Vermont Railway Company and others.
Violation of section 1 by unreasonable rates on granite from Barre, Vt., to Bushwick Junction, Long Island, N. Y.
February 3, 1908. Complaint filed.
February 14 to March 10, 1908. Answers filed.
March 23, 1908. Hearing.
May 25, 1908. Hearing.
June 24, 1908. Report and order filed.
1417. The Jones Brothers Company v. Central Vermont Railway Company and others.
Violation of section 1 by unreasonable rates on granite from Barre, Vt., to Scranton, Pa.
February 3, 1908. Complaint filed.
February 14 to 25, 1908. Answers filed.
March 23, 1908. Hearing.
May 25, 1908. Hearing.
June 24, 1908. Report and order filed.
1418. The Jones Brothers Company v. Montpelier & Wells River Railroad and others.
Violation of section 1 by unreasonable rates on granite from Barre, Vt., to Saginaw, Mich.
February 3, 1908. Complaint filed.
February 14 to March 19, 1908. Answers filed.
March 23, 1908. Hearing.
May 25, 1908. Hearing.
June 24, 1908. Report and order filed.
1419. The Jones Brothers Company v. Montpelier & Wells River Railroad and others.
Violation of section 1 by unreasonable rates on granite from Barre, Vt., to Springfield, Mass.
February 3, 1908. Complaint filed.
February 14, 1908. Answer filed.
March 23, 1908. Hearing.
May 25, 1908. Hearing.
June 24, 1908. Report and order filed.

1420. *Lazarri & Barton Company v. Montpelier & Wells River Railroad and others.*
 Violation of section 1 by unreasonable rates on granite from Barre, Vt., to Woodlawn, N. Y.
 February 5, 1908. Complaint filed.
 February 14 to March 10, 1908. Answers filed.
 March 23, 1908. Hearing.
 May 25, 1908. Hearing.
 June 24, 1908. Report and order filed.
1421. *Avery Manufacturing Company and others v. Atchinson, Topeka & Santa Fe Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on agricultural implements and machinery from Peoria, Ill., to Kansas City and St. Joseph, Mo., Omaha, Nebr., and Missouri River points, as compared with rates from Springfield, Canton, and Galva, Ill., to same destinations.
 February 6, 1908. Complaint filed.
 February 15 to October 9, 1908. Answers filed.
 April 21, 1908. Intervening petition filed.
 October 16, 1908. Hearing.
 November 23, 1908. Brief filed.
1422. *Laning-Harris Coal and Grain Company v. St. Joseph & Grand Island Railway Company.*
 Violation of section 1 in rates on lump coal from Springfield, Ill., to Leona, Kans.
 February 12, 1908. Complaint filed.
 March 13, 1908. Answer filed.
 April 6, 1908. Report and order filed.
1423. *T. M. Kehoe & Company v. Vandalia Railroad Company.*
 Violation of sections 1, 2, and 3 by unjust and discriminatory advance in rates on hay in carloads from Hagerstown, Allamont, Casey, and Martinsville, Ill., to Evansville, Ind., and Cairo, Ill., when destined to southeastern points, as compared with rate from Vandalia, Effingham, and Greenup, Ill., to same points.
 February 13, 1908. Complaint filed.
 March 6, 1908. Answer filed.
 May 11, 1908. Hearing.
 October 17, 1908. Order of discontinuance entered.
1424. *F. Keich Manufacturing Company v. San Antonio & Aransas Pass Railway Company and others.*
 Violation of section 1 in rates on barrel staves from Nettleton, Ark., to Corpus Christi, Tex.
 February 14, 1908. Complaint filed.
 March 2, 1908. Answers filed.
 May 4, 1908. Order of discontinuance entered.
1425. *In the Matter of the Application of the Georgia Southern & Florida Railway Company and others for an extension of time within which to comply with "An act to promote the safety of employees and travelers upon railroads by limiting the hours of service of employees thereon."*
 January 15 to March 2, 1908. Applications filed.
 February 15, 1908. Order entered denying the application of the Georgia Southern & Florida Railway Company.
 February 27 to 29, 1908. Hearing at Washington, D. C.
 March 2, 1908. Report and order filed.
1426. *F. Keich Manufacturing Company v. St. Louis & San Francisco Railroad Company.*
 Violation of section 1 by unjust and unreasonable rate on carload of shingles from Lake City, Ark., to Koshkonong, Mo., and milled in transit at Nettleton, Ark.
 February 15, 1908. Complaint filed.
 February 23, 1908. Answer filed.
 June 1, 1908. Hearing.
1427. *O. C. Evans & Company v. Atchison, Topeka & Santa Fe Railway Company.*
 Violation of section 1 in rates on cabbage from Brownsville, Tex., to Kansas City, Mo., by reason of assessing of charges on improper weight.

- February 15, 1908. Complaint filed.
 March 12, 1908. Answer filed.
 April 14, 1908. Order of dismissal entered.
1428. *Kansas City Hay Company and others v. Chicago, Milwaukee & St. Paul Railway Company and others.*
 Violation of section 1 by unjust and unreasonable charges on several shipments of hay from Kansas City, Mo., to Peoria, La Salle, and Monee, Ill., and Des Moines, Iowa.
 February 15, 1908. Complaint filed.
 March 14 to May 18, 1908. Answers filed.
 June 1, 1908. Hearing.
 June 2 to 13, 1908. Briefs filed.
1429. *T. M. Kehoe & Company v. Nashville, Chattanooga & St. Louis Railway Company and others.*
 Violation of section 1 by unjust and unreasonable demurrage charge on carload of hay shipped from Nashville, Tenn., to Albany, Ga.
 February 17, 1908. Complaint filed.
 March 18 to 20, 1908. Answers filed.
 May 11, 1908. Hearing.
 June 1 to 27, 1908. Briefs filed.
 November 10, 1908. Report and order filed.
1430. *Kansas City Hay Company v. St. Louis & San Francisco Railroad Company.*
 Violation of sections 1, 2, and 3 by unjust and unreasonable re-shipment charge on 8 carloads of hay shipped from points in the states of Kansas and Missouri to Kansas City, Mo., and re-shipment to various destinations.
 February 17, 1908. Complaint filed.
 March 14, 1908. Answer filed.
 June 1, 1908. Hearing.
 June 2, 1908. Brief filed.
 November 14, 1908. Report and order filed.
1431. *Acme Cement Plaster Company v. Lake Shore & Michigan Southern Railway Company and others.*
 Violation of sections 1, 2, and 3 by unjust and unreasonable advance in rates on plaster, mortar, and products of gypsum rock, from Grand Rapids, Mich., to points in Central Freight Association territory, Trunk Line territory, and Atlantic Seaboard territory.
 February 18, 1908. Complaint filed.
 February 26 to May 23, 1908. Answers filed.
 May 21-23, 1908. Hearing.
 November 23, 1908. Brief filed.
1432. *Acme Plaster Company v. Louisville & Nashville Railroad Company.*
 Violation of section 1 by unreasonable rates on cement plaster and other products of gypsum rock, by withdrawal of commodity rates and the exaction of class rates.
 February 18, 1908. Complaint filed.
 March 11, 1908. Answer filed.
 May 21, 1908. Hearing.
 July 20, 1908. Order of dismissal entered.
1433. *Crutchfield and Woolfolk v. Louisville & Nashville Railroad Company.*
 Violation of sections 1, 2, and 3 in rates on grates from Peewee Valley, Ky., to Pittsburg, Pa., as compared with rate from Louisville, Ky., to same destinations.
 February 19, 1908. Complaint filed.
 March 11, 1908. Answers filed.
 May 8, 1908. Hearing.
 June 1 to 13, 1908. Briefs filed.
 November 10, 1908. Report and order filed.
1434. *Rentz Brothers (Incorporated) v. Chicago, Burlington & Quincy Railroad Company and others.*
 Violation of sections 1, 2, and 3 by refusal of defendants to accept bullion sweepings for transportation from points in state of Minnesota to points in Rhode Island.
 February 20, 1908. Complaint filed.

- March 9 to April 18, 1908. Answers filed.
 June 15, 1908. Hearing.
 July 24, 1908. Brief filed.
1435. *Kansas City Hay Dealers' Association v. Missouri Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 by unjust minimum carload regulations and practices on shipments of hay from points in the states of Kansas, Nebraska, Colorado, Oklahoma, Arkansas, and various other states.
 February 20, 1908. Complaint filed.
 March 3 to March 28, 1908. Answers filed.
 June 1-2, 1908. Hearing.
 June 30 to October 17, 1908. Briefs filed.
 October 14, 1908. Amended petition filed.
 October 17, 1908. Argument.
 November 14, 1908. Report filed.
- 1436.^a *Winn Parish Lumber Company v. Arkansas Southern Railway Company and others.*
 Violation of section 1 by unjust and illegal advance of 2 cents per 100 pounds charged on various shipments of yellow-pine lumber from various points in yellow-pine region of the Southern States to various points north of Ohio River.
 June 28, 1907. Complaint filed.
 August 31 to September 19, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1437. *Advance Lumber Company v. St. Louis Southwestern Railway Company and others.*
 Complaint same as 1436.
 June 28, 1907. Complaint filed.
 September 3 to December 13, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1438. *Chicago Lumber & Coal Company and others v. Tioga Southeastern Railway Company and others.*
 Complaint same as 1436.
 June 28, 1907. Complaint filed.
 August 12 to December 13, 1907. Answers filed.
 August 17, 1907. Amended complaint filed.
 August 28, 1907. Amended complaint filed.
 May 25-28, 1908. Hearing.
1439. *Advance Lumber Company v. Louisiana & Arkansas Railway Company and others.*
 Complaint same as 1436.
 June 28, 1907. Complaint filed.
 June 29, 1907. Amended complaint filed.
 August 31 to December 13, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1440. *Tremont Lumber Company v. Arkansas Southern Railroad Company and others.*
 Complaint same as 1436.
 June 28, 1907. Complaint filed.
 August 31 to October 15, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1441. *Tremont Lumber Company v. Vicksburg, Shreveport & Pacific Railroad Company.*
 Complaint same as 1436.
 June 28, 1907. Complaint filed.
 September 13 to October 15, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1442. *B. H. Pollock Lumber Company and others v. Tioga Southeastern Railway Company and others.*
 Complaint same as 1436.
 June 29, 1907. Complaint filed.
 August 31 to December 13, 1907. Answers filed.
 May 25-28, 1908. Hearing.

^a Cases 1436 to 1460, inclusive, were transferred from special reparation docket.

1443. Pleasant Hill Lumber Company *v.* Chicago, Peoria & St. Louis Railway Company.
Complaint same as 1436.
September 5, 1907. Complaint filed.
September 25 to November 4, 1907. Answers filed.
May 25-28, 1908. Hearing.
1444. Pleasant Hill Lumber Company *v.* Chicago, Rock Island & Pacific Railway Company and others.
Complaint same as 1436.
September 5, 1907. Complaint filed.
September 25 to November 4, 1907. Answers filed.
May 25-28, 1908. Hearing.
1445. Pleasant Hill Lumber Company *v.* Chicago, Burlington & Quincy Railroad Company and others.
Complaint same as 1436.
September 5, 1907. Complaint filed.
September 22 to November 6, 1907. Answers filed.
May 25-28, 1908. Hearing.
1446. Pleasant Hill Lumber Company *v.* Illinois Central Railroad Company and others.
Complaint same as 1436.
September 5, 1907. Complaint filed.
September 30 to November 15, 1907. Answers filed.
May 25-28, 1908. Hearing.
1447. Pleasant Hill Lumber Company *v.* Grand Trunk Western Railway Company and others.
Complaint same as 1436.
September 5, 1907. Complaint filed.
September 23 to November 4, 1907. Answers filed.
May 25-28, 1908. Hearing.
1448. Pleasant Hill Lumber Company *v.* St. Louis, Iron Mountain & Southern Railway Company.
Complaint same as 1436.
September 5, 1907. Complaint filed.
November 18, 1907. Answer filed.
May 25-28, 1908. Hearing.
1449. Pleasant Hill Lumber Company *v.* Michigan Central Railroad Company and others.
Complaint same as 1436.
September 5, 1907. Complaint filed.
September 22 to November 20, 1907. Answers filed.
May 25-28, 1908. Hearing.
1450. Pleasant Hill Lumber Company *v.* Toledo, Peoria & Western Railway Company and others.
Complaint same as 1436.
September 5, 1907. Complaint filed.
September 27 to November 20, 1907. Answers filed.
May 25-28, 1908. Hearing.
1451. Pleasant Hill Lumber Company *v.* Missouri Pacific Railway Company and others.
Complaint same as 1436.
September 5, 1907. Complaint filed.
December 2, 1907. Answer filed.
May 25-28, 1908. Hearing.
1452. Pleasant Hill Lumber Company *v.* Chicago, Indianapolis & Louisville Railway Company and others.
Complaint same as 1436.
September 5, 1907. Complaint filed.
September 13 to November 21, 1907. Answers filed.
May 25-28, 1908. Hearing.
1453. Pleasant Hill Lumber Company *v.* Wabash Railroad Company and others.
Complaint same as 1436.
September 5, 1907. Complaint filed.
October 23 to November 2, 1907. Answers filed.
May 25-28, 1908. Hearing.

1454. Pleasant Hill Lumber Company *v.* Chicago & Alton Railroad Company and others.
 Complaint same as 1436.
 September 5, 1907. Complaint filed.
 October 7 to November 21, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1455. Pleasant Hill Lumber Company *v.* Vandalia Railroad Company and others.
 Complaint same as 1436.
 September 5, 1907. Complaint filed.
 November 21, 1907. Answer filed.
 May 25-28, 1908. Hearing.
1456. Pleasant Hill Lumber Company *v.* Chicago & Eastern Illinois Railroad Company and others.
 Complaint same as 1436.
 September 5, 1907. Complaint filed.
 September 25 to November 21, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1457. Pleasant Hill Lumber Company *v.* Baltimore & Ohio Southwestern Railroad Company and others.
 Complaint same as 1436.
 September 5, 1907. Complaint filed.
 October 7 to November 22, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1458. Pleasant Hill Lumber Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company and others.
 Complaint same as 1436.
 September 5, 1907. Complaint filed.
 September 25 to November 25, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1459. Pleasant Hill Lumber Company *v.* St. Louis Southwestern Railway Company and others.
 Violation of sections 1, 2, and 3 by unjust, unreasonable, and discriminatory rate on 2 carloads of sawmill machinery shipped from Ogemaw, Ark., to Sodus, La.
 September 9, 1907. Complaint filed.
 September 30, 1907, to February 3, 1908. Answers filed.
 May 25-28, 1908. Hearing.
1460. Pleasant Hill Lumber Company *v.* Cleveland, Cincinnati, Chicago & St. Louis Railway Company and others.
 Complaint same as 1436.
 September 5, 1907. Complaint filed.
 September 3 to December 2, 1907. Answers filed.
 May 25-28, 1908. Hearing.
1461. New York Hay Exchange Association *v.* Pennsylvania Railroad Company and others.
 Violation of sections 1, 2, and 3 by unjust, unlawful, and confiscatory "track storage" rules and charges on shipments of hay at New York City.
 February 21, 1908. Complaint filed.
 March 12 to April 2, 1908. Answers filed.
 March 20, 1908. Order entered allowing amended complaint to be filed.
 April 27, 1908. Hearing.
 May 26, 1908. Hearing.
 June 15, 1908. Brief filed.
 June 27, 1908. Report and order filed.
1462. C. L. Flaccus Glass Company *v.* Cleveland, Cincinnati, Chicago & St. Louis Railway Company and others.
 Violation of section 1 by excessive rates on shipments of lime from McVittys, Ohio, to Tarentum, Pa.
 February 21, 1908. Complaint filed.
 March 5 to April 2, 1908. Answers filed.
 May 8, 1908. Hearing.
 June 3 to 13, 1908. Hearing.
 June 30, 1908. Report and order filed.

1463. *Iola Fruit Company v. Missouri Pacific Railway Company and others.*
Violation of section 1 by unjust and unreasonable minimum carload regulation on green apples from Coman, Wash., to Iola, Kans.
February 25, 1908. Complaint filed.
March 13-14, 1908. Answers filed.
June 1, 1908. Hearing.
October 17, 1908. Order of discontinuance entered.
1464. *Ozark Fruit Growers' Association v. St. Louis & San Francisco Railroad Company and others.*
Violation of sections 1, 2, and 3 by excessive, unreasonable, and discriminatory rates, excessive refrigeration charges, and unjust and unreasonable minimum carload regulations on strawberries from points in the Ozark region of Missouri and Arkansas to various points of destination.
February 26, 1908. Complaint filed.
March 12 to May 23, 1908. Answers filed.
June 23-25, 1908. Hearing.
July 2, 1908. Amended petition filed.
November 13, 1908. Brief filed.
1465. *Ozark Fruit Growers' Association v. St. Louis & San Francisco Railroad Company and others.*
Violation of sections 1, 2, and 3 by excessive, unreasonable, and discriminatory rates, excessive refrigeration charges, and unjust and unreasonable minimum carload regulations on peaches from points in the Ozark region of Missouri and Arkansas to various points of destination.
February 26, 1908. Complaint filed.
March 14 to May 23, 1908. Answers filed.
June 23-25, 1908. Hearing.
July 2, 1908. Amended petition filed.
November 13, 1908. Brief filed.
1466. *G. B. Long & Co. v. International Railway Company and others.*
Violation of sections 1, 2, and 3 by refusal to establish through route and joint rate on shipment of apples from Newfane, N. Y., to Pittsburg, Pa.
February 25, 1908. Complaint filed.
March 16 to 25, 1908. Answers filed.
May 11, 1908. Hearing.
May 13, 1908. Amended answer filed.
June 23, 1908. Report and order filed.
1467. *Wholesale Fruit and Produce Association v. Atchison, Topeka & Santa Fe Railway Company and others.*
Violation of section 1 by unjust and unreasonable rule requiring consignees and shippers at Chicago to unload and load carload consignments of packages of fruit, vegetables, and produce.
February 26, 1908. Complaint filed.
March 12 to 31, 1908. Answers filed.
April 21-22, 1908. Hearing.
May 18 to June 1, 1908. Briefs filed.
June 5, 1908. Argument.
June 27, 1908. Report and order filed.
1468. *Wesley J. Gaines and others v. Seaboard Air Line Railway and others.*
Violation of sections 1, 2, and 3 by discriminating against colored passengers in transportation facilities.
February 25, 1908. Complaint filed.
March 16-17, 1908. Answers filed.
September 17-19, 1908. Hearing.
1469. *Cohn & Goldberg v. Louisville & Nashville Railroad Company.*
Violation of section 1 by unjust and unreasonable advance of 2 cents per 100 pounds charged on various shipments of yellow-pine lumber from various points in yellow-pine region in the Southern States to various points north of Ohio River.
February 25, 1908. Complaint filed.
March 7, 1908. Answer filed.
September 1, 1908. Stipulation filed. Case consolidated with No. 1257.

1470. Ottumwa Bridge Company *v.* Chicago, Milwaukee & St. Paul Railway Company.
 Violation of sections 1, 2, and 3 in rate on bridge and structural iron from Ottumwa, Iowa, to Kansas City, Mo.
 February 26, 1908. Complaint filed.
 March 26, 1908. Answer filed.
 May 26, 1908. Hearing.
 June 13 to 26, 1908. Briefs filed.
 June 24, 1908. Report and order filed.
1471. Ottumwa Bridge Company *v.* Chicago, Rock Island & Pacific Railway Company.
 Violation of sections 1, 2, and 3 in rate on bridge and structural iron from Ottumwa, Iowa, to Kansas City, Mo.
 February 26, 1908. Complaint filed.
 May 21, 1908. Answer filed.
 May 26, 1908. Hearing.
 June 13 to 22, 1908. Briefs filed.
 June 24, 1908. Report and order filed.
1472. Wilson Produce Company and others *v.* Pennsylvania Railroad Company.
 Violation of sections 1, 2, and 3 by unjust and unreasonable storage charge on cars loaded with fruit and produce detained on tracks at Pittsburg more than forty-eight hours in addition to the usual car service demurrage charges.
 February 27, 1908. Complaint filed.
 March 17, 1908. Answer filed.
 May 9, 1908. Hearing.
 June 2 to July 1, 1908. Briefs filed.
 June 13, 1908. Argument.
 June 24, 1908. Report and order filed.
 July 25, 1908. Petition of complainants for rehearing filed.
 November 12, 1908. Order entered reopening case for further hearing.
1473. Hitchman Coal & Coke Company *v.* Baltimore & Ohio Railroad Company and others.
 Violation of sections 1, 2, and 3 by unjust and discriminatory rates on coal from mines of complainant (Wheeling district) to various points of destination, as compared with rates from mines in West Virginia, Pennsylvania, and Ohio to same points of destination.
 February 28, 1908. Complaint filed.
 March 18 to September 21, 1908. Answers filed.
 September 21-22, 1908. Hearing.
 November 9, 1908. Brief filed.
1474. Butters Lumber Company *v.* Atlantic Coast Line Railroad Company and others.
 Violation of section 1 in rate on lumber from Boardman, N. C., to Pottsville and Schuylkill Haven, Pa.
 February 28, 1908. Complaint filed.
 March 17 to 23, 1908. Answers filed.
 April 18, 1908. Hearing.
 May 4, 1908. Report and order filed.
1475. A. A. Bennett *v.* Minneapolis, St. Paul & Sault Ste. Marie Railway Company.
 Violation of section 1 in rate on plate glass from St. Paul, Minn., to Douglas, N. Dak.
 February 29, 1908. Complaint filed.
 April 4, 1908. Answer filed.
 November 18, 1908. Hearing.
1476. White Water Farms Company *v.* Philadelphia, Baltimore & Washington Railroad Company.
 Violation of section 1 in rate on stable manure from Washington, D. C., to Glendale, Md.
 March 3, 1908. Complaint filed.
 May 4, 1908. Report and order filed.
1477. Bainbridge Board of Trade *v.* Louisville, Henderson & St. Louis Railway Company and others.
 Violation of sections 1, 2, and 3 in class and commodity rates from St. Louis, Mo., to Bainbridge, Ga., as compared with rates from same point of origin to Eufaula, Ala.

- March 4, 1908. Complaint filed.
- March 25 to 27, 1908. Answers filed.
- June 1, 1908. Hearing.
- July 16 to August 18, 1908. Briefs filed.
- 1478. *Planters' Gin and Compress Company and others v. Yazoo & Mississippi Valley Railroad Company.*
 Violation of sections 1, 2, and 3 by alleged discrimination in rates on compressed cotton from Hermanville, Miss., to New Orleans, La., and northern and eastern points, as compared with rates on same commodity from Port Gibson, Miss., to same destinations.
 March 9, 1908. Complaint filed.
 March 30, 1908. Answer filed.
 October 23, 1908. Hearing.
- 1479. *Paxton & Vierling Iron Works v. Chicago, Burlington & Quincy Railroad Company and others.*
 Violation of section 1 in rates on structural iron from Omaha, Nebr., to points in South Dakota.
 March 9, 1908. Complaint filed.
 March 30 to April 9, 1908. Answers filed.
 October 19, 1908. Hearing.
- 1480. *East St. Louis Walnut Company v. Missouri Pacific Railway Company and others.*
 Violation of section 1 in rates on walnut logs from Newport, Ark., to East St. Louis, Ill.
 March 10, 1908. Complaint filed.
 April 4, 1908. Answer filed.
 October 1, 1908. Hearing.
 November 10, 1908. Report and order filed.
- 1481. *East St. Louis Walnut Company v. St. Louis Southwestern Railway Company of Texas and others.*
 Violation of section 1 in rate on walnut logs from Weiner and St. Francis, Ark., to East St. Louis, Ill.
 March 10, 1908. Complaint filed.
 April 6, 1908. Answer filed.
 October 1, 1908. Hearing.
- 1482. *East St. Louis Walnut Company v. Chicago, Rock Island & Pacific Railway Company and others.*
 Violation of section 1 in rate on walnut logs from Jacksonport, Ark., to St. Louis, Mo.
 March 10, 1908. Complaint filed.
 April 10, 1908. Answer filed.
 October 1, 1908. Hearing.
 November 10, 1908. Report and order filed.
- 1483. *Nye, Schneider-Fowler Company v. Chicago & Northwestern Railway Company and others.*
 Violation of section 1 by overcharge on carload of oats shipped from David City, Nebr., to Colorado Springs, Colo., by reason of unjust minimum carload regulations.
 March 10, 1908. Complaint filed.
 April 1-2, 1908. Answers filed.
 April 23, 1908. Depositions filed.
 May 5, 1908. Brief filed.
- 1484. *Salomon Brothers & Company v. New Orleans & Northeastern Railroad Company.*
 Violation of section 1 in rate on linters from Meridian, Miss., to New Orleans, La.
 March 10, 1908. Complaint filed.
 April 2, 1908. Answer filed.
 September 11, 1908. Hearing.
 October 6, 1908. Hearing.
- 1485. *Ottumwa Brick and Construction Company v. Chicago, Milwaukee & St. Paul Railway Company.*
 Violation of section 1 by excessive and unreasonable switching charge at Ottumwa, Iowa.
 March 13, 1908. Complaint filed.
 May 25, 1908. Answer filed.
 May 26, 1908. Hearing.
 October 31, 1908. Hearing.

1486. In the Matter of Drayage.
March 11, 1908. Order of Commission entered.
1487. In the Matter of Allowance for Transfer of Sugar at New York City.
March 11, 1908. Order of Commission entered.
June 15, 1908. Hearing.
June 29, 1908. Argument.
July 15 to November 23, 1908. Briefs filed.
1488. Canadian Express Company *v.* Wells, Fargo & Company.
Violation of sections 1, 2, and 3 by discrimination in division of joint rates on packages of 7 pounds or less.
March 16, 1908. Complaint filed.
April 6, 1908. Answer filed.
1489. Montgomery Freight Bureau *v.* Mobile & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on fertilizer in carloads from Montgomery, Ala., to stations on line of Southern Railway in Mississippi as compared with sum of locals on West Point, Miss., and to Atlanta, Ga., and longer distance points.
March 20, 1908. Complaint filed.
April 10, 1908. Answer filed.
May 11, 1908. Hearing.
June 1 to 22, 1908. Briefs filed.
June 24, 1908. Report and order filed.
1490. Morse Produce Company *v.* Chicago, Milwaukee & St. Paul Railway Company.
Violation of sections 1, 3, and 4 in rates on butter and eggs from Granite Falls, Minn., to Chicago, Ill., as compared with rates from Pipestone, Minn., to Chicago, Ill., and longer distance points.
March 20, 1908. Complaint filed.
April 9, 1908. Answer filed.
June 15, 1908. Hearing.
September 14 to November 30, 1908. Briefs filed.
1491. Lowe & Robinson *v.* Chicago, Burlington & Quincy Railroad Company.
Violation of sections 1, 2, and 3 by unjust and unreasonable rates on two shipments of hay from Kansas City, Mo., to Davenport, Iowa.
March 24, 1908. Complaint filed.
May 9, 1908. Answer filed.
May 4, 1908. Order entered.
June 2, 1908. Order entered.
1492. Arkansas Fuel Company *v.* Chicago, Milwaukee & St. Paul Railway Company.
Violation of sections 1, 2, and 3 by unjust and unreasonable charges and rates on shipment of hay from Kansas City, Mo., to Seymour, Iowa.
March 24, 1908. Complaint filed.
April 9, 1908. Answer filed.
May 26, 1908. Order entered.
June 1, 1908. Hearing.
June 2 to 13, 1908. Briefs filed.
1493. Montgomery Freight Bureau *v.* Western Railway of Alabama and others.
Violation of sections 1, 2, and 3 in rates on fertilizer in carloads from Montgomery, Ala., to points on the New Orleans & Northwestern Railroad and the Alabama and Vicksburg Railway as compared with rates from Mobile and Birmingham, Ala., to same points.
March 24, 1908. Complaint filed.
April 14 to 23, 1908. Answers filed.
May 11, 1908. Hearing.
June 1 to 22, 1908. Briefs filed.
June 24, 1908. Report and order filed.
1494. Paola Refining Company *v.* Missouri, Kansas & Texas Railway Company.
Violation of sections 1 and 2 in rates on oil in carloads from Paola, Kans., to Boonville, Mo., as compared with rate from Paola, Kans., to Holden, Mo.
March 25, 1908. Complaint filed.
April 13, 1908. Answer filed.
October 1, 1908. Hearing.

1495. Hydraulic Press Brick Company *v.* Vandalia Railroad Company and others.
 Violation of sections 1, 2, and 3 in rate on 2 carloads of press brick shipped from Collinsville, Ill., to Galveston, Tex.
 March 25, 1908. Complaint filed.
 April 13 to 29, 1908. Answers filed.
1496. Carlisle Commission Company *v.* Chicago, Milwaukee & St. Paul Railway Company.
 Violation of sections 1, 2, and 3 by unjust and unreasonable charges and rates on shipment of hay from Kansas City, Mo., to Stillwater, Minn.
 March 27, 1908. Complaint filed.
 April 9, 1908. Answer filed.
 May 26, 1908. Order entered.
 June 1, 1908. Hearing.
 June 2 to 13, 1908. Briefs filed.
1497. Flint & Walling Manufacturing Company *v.* Grand Rapids & Indiana Railway Company and others.
 Violation of sections 1, 2, 3, and 4 in rate on carload of tanks and substructures, K. D., from Kendallville, Ind., to Gallatin, Tex., as compared with rate to Nashville, Tenn., from same point.
 March 30, 1908. Complaint filed.
 April 4 to 20, 1908. Answers filed.
 June 12, 1908. Hearing.
 August 15, 1908. Brief filed.
 November 10, 1908. Report and order filed.
1498. Flint & Walling Manufacturing Company *v.* Lake Shore & Michigan Southern Railway Company and others.
 Violation of sections 1, 2, and 3 in through rate on shipment of tanks and substructures, K. D., from Kendallville, Ind., to Beaver Dam, Wis., via Chicago, as compared with the sum of the locals.
 March 30, 1908. Complaint filed.
 April 24, to May 7, 1908. Answers filed.
 June 12, 1908. Hearing.
 June 27, 1908. Report and order filed.
- ^a 1499. B. E. Smith *v.* Chicago and Northwestern Railway Company.
 Violation of section 1 in rate on shipment of lumber from Forest Hill, La., to Chicago, Ill.
 June 29, 1907. Complaint filed.
 August 28, 1907. Answer filed.
 May 25 to 28, 1908. Hearing.
1500. B. E. Smith *v.* Missouri Pacific Railway Company.
 Violation of section 1 in rate on shipment of lumber from Forest Hill, La., to St. Louis, Mo.
 June 29, 1907. Complaint filed.
 September 20, 1907. Answer filed.
 May 25-28, 1908. Hearing.
1501. B. E. Smith *v.* St. Louis, Iron Mountain & Southern Railway Company.
 Violation of section 1 in rate on shipment of lumber from Forest Hill, La., to St. Louis, Mo.
 June 29, 1907. Complaint filed.
 September 20, 1907. Answer filed.
 May 25-28, 1908. Hearing.
1502. B. E. Smith *v.* Chicago, Indianapolis & Louisville Railway Company.
 Violation of section 1 in rate on shipment of lumber from Forest Hill, La., to Michigan City, Ind.
 June 29, 1907. Complaint filed.
 September 12, 1907. Answer filed.
 May 25-28, 1908. Hearing.
1503. B. E. Smith *v.* Chicago, Burlington & Quincy Railroad Company.
 Violation of section 1 in rate on shipment of lumber from Forest Hill, La., to Chicago, Ill.
 June 29, 1907. Complaint filed.
 September 18, 1907. Answer filed.
 May 25-28, 1908. Hearing.

^a Cases 1499 to 1503, inclusive, were transferred from special reparation docket.

1504. *The Royal Brewing Company v. Adams Express Company and others.*
 Violation of sections 2 and 3 in refusal of defendants to accept shipments of beer and other malt liquors, C. O. D., from Kansas City, Mo., to points in Kansas, Iowa, and Oklahoma.
 April 3, 1908. Complaint filed.
 April 8 to 27, 1908. Answers filed.
 June 5 to July 13, 1908. Briefs filed.
 June 12, 1908. Hearing.
1505. *Sun River Stock & Land Company v. Great Northern Railway Company and others.*
 Violation of section 1 by overcharge of \$1 per car terminal charge at Chicago, Ill.
 April 3, 1908. Complaint filed.
 April 16 to 24, 1908. Answers filed.
1506. *Judith Cattle Company v. Great Northern Railway Company and others.*
 Violation of section 1 by overcharge of \$1 per car terminal charge at Chicago, Ill.
 April 3, 1908. Complaint filed.
 April 16 to 24, 1908. Answers filed.
1507. *The Franke Grain Company v. Chicago, Milwaukee & St. Paul Railway Company.*
 Violation of sections 2 and 3 in refusal of defendant to grant complainant "transit privileges" while allowing same to competitors of complainant.
 April 3, 1908. Complaint filed.
 June 22, 1908. Order of discontinuance entered.
1508. *Palmer and Miller v. Lake Erie & Western Railroad Company and others.*
 Violation of section 1 in rate on corn from Celina, Ohio, to Johnstown, Pa.
 April 4, 1908. Complaint filed.
 April 29 to May 7, 1908. Answers filed.
 September 15, 1908. Hearing.
 September 29 to October 12, 1908. Briefs filed.
1509. *The Kansas City Transportation Bureau of the Commercial Club and others v. Atchison, Topeka & Santa Fe Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on grain from northern Kansas territory to Gulf ports and Texas group points.
 April 4, 1908. Complaint filed.
 April 22 to May 22, 1908. Answers filed.
 May 13 to October 26, 1908. Intervening petitions filed.
 November 4-5, 1908. Hearing.
 November 28, 1908. Brief filed.
1510. *Ozark Fruit Growers' Association v. St. Louis & San Francisco Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates and minimum carload weight on apples from Ozark region of Missouri and Arkansas to destinations south and east.
 April 4, 1908. Complaint filed.
 April 23 to July 10, 1908. Answers filed.
 June 25, 1908. Hearing.
 November 13, 1908. Brief filed.
1511. *Naylor & Company v. Lehigh Valley Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on pyrites cinder in carloads from points in and around Buffalo, N. Y., to points in Pennsylvania and New Jersey as compared with rates on pyrites from Philadelphia and Baltimore to Buffalo.
 April 4, 1908. Complaint filed.
 April 24 to May 18, 1908. Answers filed.
 September 12, 1908. Hearing.
 September 22, 1908. Hearing.
 October 24 to November 25, 1908. Briefs filed.
1512. *D. M. Venus v. St. Louis, Iron Mountain & Southern Railway Company.*
 Violation of section 1 in rate on sack shelled oats from Hope, Ark., to Olla, La.
 April 4, 1908. Complaint filed.
 April 29, 1908. Answer filed.

1513. Ingham Lumber Company *v.* St. Louis & San Francisco Railroad Company and others.
Violation of section 1 in rate on carload of lumber from Poteau, Okla., to Burke, S. Dak.
April 8, 1908. Complaint filed.
May 4 to 16, 1908. Answers filed.
June 1, 1908. Hearing.
September 15, 1908. Deposition filed.
1514. Ottumwa Commercial Association *v.* Chicago, Burlington & Quincy Railroad Company and others.
Violation of sections 1, 2, and 3 in through rates to Ottumwa, Iowa, on traffic originating east of the Indiana-Illinois state line as compared with rates to Muscatine, Rock Island, and Davenport, Iowa.
April 10, 1908. Complaint filed.
April 29 to May 23, 1908. Answers filed.
October 31, 1908. Hearing.
1515. In the Matter of Terminal Allowances and Rates at St. Louis, Mo., and East St. Louis, Ill.
April 7, 1908. Order entered.
October 29-30, 1908. Hearing.
1516. Cedar Hill Coal and Coke Company and others *v.* Atchison, Topeka & Santa Fe Railway Company and others.
Violation of sections 1, 2, 3, and 4 in rates on coal from complainants' mines in Las Animas County, Colo., to Trinidad, Colo., when destined to points on the Atchison, Topeka & Santa Fe Railway.
April 10, 1908. Complaint filed.
May 2 to 4, 1908. Answers filed.
June 16, 1908. Hearing.
July 27 to September 29, 1908. Briefs filed.
1517. Platten Produce Company *v.* Chicago & Northwestern Railway Company and others.
Violation of section 1 in rate on cabbage from De Pere, Wis., to Roanoke, Va.
April 11, 1908. Complaint filed.
May 5 to 25, 1908. Answers filed.
October 12, 1908. Hearing.
November 10, 1908. Order of dismissal entered.
1518. Platten Produce Company *v.* Chicago, Milwaukee & St. Paul Railway Company and others.
Violation of section 1 in rate on shipment of vegetables from Green Bay, Wis., to Poplar Bluff, Mo., by reason of improper routing.
April 11, 1908. Complaint filed.
April 29 to May 7, 1908. Answers filed.
October 12, 1908. Hearing.
November 10, 1908. Report and order filed.
1519. Platten Produce Company *v.* Chicago & Northwestern Railway Company and others.
Violation of section 1 in rate on shipment of cabbage from De Pere, Wis., to Roanoke, Va., by reason of improper routing.
April 14, 1908. Complaint filed.
May 9 to 29, 1908. Answers filed.
October 12, 1908. Hearing.
November 13, 1908. Order entered.
1520. Harvest King Distilling Company *v.* Atchison, Topeka & Santa Fe Railway Company and others.
Violation of sections 2 and 3 by refusal of defendants to accept shipments of alcoholic liquors from Kansas City, Mo., to points in Oklahoma unless freight charges are prepaid.
April 14, 1908. Complaint filed.
May 5 to 22, 1908. Answers filed.
1521. Smith Brothers Grain Company *v.* Missouri Pacific Railway Company and others.
Violation of sections 1 and 2 in rate on shipment of hay from Olney Springs, Colo., to Warsaw, Tex., by reason of unjust combination of locals.

April 15, 1908. Complaint filed.
 May 22 to July 20, 1908. Answers filed.
 October 17, 1908. Hearing.
 November 10, 1908. Order entered.

1522. *Green Bay Soap Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*

Violation of sections 1, 2, and 3 in rates on raw tallow in barrels or other packages having cloth tops from Green Bay, Wis., to Chicago, Ill., and from Houghton, Keweenaw Bay, Champion, and Crystal Falls, Mich., to Green Bay, Wis.

April 16, 1908. Complaint filed.
 April 29 to May 16, 1908. Answers filed.
 October 12, 1908. Hearing.

1523. *Ottumwa Commercial Association v. Chicago, Burlington & Quincy Railroad Company and others.*

Violation of sections 1, 2, and 3 in class rates from Chicago and Peoria, Ill., to Ottumwa, Iowa, as compared with rates to Davenport, Iowa, Rock Island and Moline, Ill., and Fort Madison and Keokuk, Iowa.

April 16, 1908. Complaint filed.
 May 7 to October 26, 1908. Answers filed.
 October 31, 1908. Hearing.

1524. *Gus Momsen Company v. Gila Valley, Globe & Northern Railway Company and others.*

Violation of section 1 in rate on shipment of corrugated iron from Newport, Ky., to Globe, Ariz.

April 18, 1908. Complaint filed.
 May 2 to June 29, 1908. Answers filed.
 September 3, 1908. Hearing.

1525. *R. A. Sylvester v. Pennsylvania Railroad Company and others.*

Violation of sections 1, 2, 3, and 4 in through rate on oranges in carloads from McIntosh, Boardman, Clearwater, and Largo, Fla., to Pottsville, Pa., as compared with the sum of the locals on Reading, Pa.

April 18, 1908. Complaint filed.
 May 12 to November 3, 1908. Answers filed.
 September 15, 1908. Hearing.
 September 30, 1908. Brief filed.
 October 5, 1908. Amended petition filed.
 November 24, 1908. Report and order filed.

1526. *Maricopa County Commercial Club v. Wells, Fargo & Company.*

Violation of sections 1, 2, 3, and 4 in express rates between Phoenix, Tempe, and Mesa, Ariz., and points in California, Texas, Colorado, Kansas, Missouri, Illinois, New York, and Massachusetts, as compared with rates from Topeka, Kans., to Kingman, Ariz., and Gallup, N. Mex.

April 21, 1908. Complaint filed.
 May 11, 1908. Answer filed.
 November 9, 1908. Hearing.
 November 18, 1908. Intervening petition filed.

1527. *Valley Flour Mills v. Atchison, Topeka & Santa Fe Railway Company and others.*

Violation of sections 1, 2, and 3 in rates on wheat and flour from Belpre, Pawnee Rock, and Hutchinson, Kans., to Phoenix, Ariz., as compared with rates from said points in Kansas to Los Angeles, Cal., and from Los Angeles to points in Arizona.

April 22, 1908. Complaint filed.
 May 20 to June 17, 1908. Answers filed.
 June 1, 1908. Amended petition filed.
 November 10, 1908. Hearing.

1528. *Ohio Face Brick Manufacturers' Association v. Ann Arbor Railroad Company and others.*

Violation of sections 1, 2, and 3 in rates on facing or building brick from points in Ohio to points in various States of the United States.

April 22, 1908. Complaint filed.
 May 8 to September 17, 1908. Answers filed.

1529. Mountain Ice Company and others *v.* Delaware, Lackawanna & Western Railroad Company.
Violation of sections 1, 2, and 3 in rates on ice from Pocono Summit, Tobyhanna, and Gouldsboro, Pa., to various points in New York and New Jersey.
April 22, 1908. Complaint filed.
June 22, 1908. Answer filed.
September 21-23, 1908. Hearing.
October 8-10, 1908. Hearing.
November 5-7, 1908. Hearing.
November 6, 1908. Supplementary petition for reparation filed by Mountain Ice Company.
1530. National Paving Brick Manufacturers' Association *v.* Baltimore & Ohio Railroad Company and others.
Violation of section 1 by unjust increase in rates on paving brick from points in Pennsylvania and Syracuse, N. Y., to points in Middle States Freight Association territory.
April 22, 1908. Complaint filed.
May 20 to June 2, 1908. Answers filed.
1531. Gamble-Robinson Commission Company *v.* Northern Pacific Railway Company.
Violation of sections 1, 2, and 3 in rate on apples from Nooksack, Wash., to Minneapolis, Minn., as compared with rates from Bellingham and other points in Washington to same destination.
April 23, 1908. Complaint filed.
May 18, 1908. Answer filed.
October 8, 1908. Hearing.
November 9 to 25, 1908. Briefs filed.
November 10, 1908. Report and order filed.
1532. North Brothers *v.* Chicago, Milwaukee & St. Paul Railway Company and others.
Violation of sections 1, 2, and 3 in charges and rates on hay from Kansas City, Mo., to points in the States of Iowa and Illinois.
April 23, 1908. Complaint filed.
May 7 to 23, 1908. Answers filed.
May 26, 1908. Order entered.
June 1, 1908. Hearing.
June 2 to 13, 1908. Briefs filed.
1533. Richard Gough & Company *v.* Illinois Central Railroad Company.
Violation of section 1 in storage charge on imported brewers' rice stored in defendant's warehouse at New Orleans, La.
April 23, 1908. Complaint filed.
May 22, 1908. Answer filed.
August 19, 1908. Amended answer filed.
1534. Carstens Packing Company *v.* Chicago, Milwaukee & St. Paul Railway Company and others.
Violation of section 1 in rate on refrigerator car loaded with tin cans from St. Louis, Mo., to Tacoma, Wash.
April 24, 1908. Complaint filed.
May 5, 1908. Order of discontinuance entered.
1535. Banner Milling Company and others *v.* New York Central & Hudson River Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on flour and wheat products from Buffalo, N. Y., to Boston and Boston rate points, New York City and New York rate points, Sherbrook points, and to Philadelphia and Baltimore and points taking the same rates.
April 24, 1908. Complaint filed.
May 16 to 21, 1908. Answers filed.
May 27, 1908. Hearing.
June 26, 1908. Brief filed.
June 27, 1908. Report and order filed.
1536. Cedar Hill Coal and Coke Company *v.* Colorado & Southern Railway Company.
Violation of sections 1, 2, and 3 by reason of improper routing and weight on shipment of coal from Las Animas County, Colo., to Carmen, Okla.
April 25, 1908. Complaint filed.

- May 16, 1908. Answer filed.
 June 16, 1908. Hearing.
 August 3, 1908. Brief filed.
1537. *William H. Anthony v. Philadelphia & Reading Railway Company and others.*
 Violation of sections 1, 2, and 3 in rate on potatoes from Kempton, Pa., and other points taking the same rates on the Schuylkill and Lehigh division of the Philadelphia & Reading Railway, to Port Chester, N. Y.; Bridgeport, Conn., and other points taking the same rates.
 April 25, 1908. Complaint filed.
 May 16 to 21, 1908. Answers filed.
 September 15, 1908. Hearing.
 October 12 to 21, 1908. Briefs filed.
 November 10, 1908. Report and order filed.
1538. *Mrs. J. A. Whitcomb v. Chicago & Northwestern Railway Company and others.*
 Violation of section 1 in rate on automobile shipped from Beatrice, Nebr., to Kenosha, Wis.
 April 25, 1908. Complaint filed.
 June 3, 1908. Answer filed.
 October 30, 1908. Hearing.
1539. *Binder's Brewery v. Pennsylvania Railroad Company.*
 Violation of section 1 by refusal of defendant to construct a switch connection with complainant's brewery at Renovo, Pa.
 April 29, 1908. Complaint filed.
 May 25, 1908. Answer filed.
 September 18, 1908. Hearing.
1540. *H. S. Crocker Company v. Atchison, Topeka & Santa Fe Railway Company.*
 Violation of sections 1, 2, and 6 by reason of improper classification of 20 cases of photographic view cards shipped from Chicago, Ill., to San Francisco, Cal.
 April 29, 1908. Complaint filed.
 June 1, 1908. Answer filed.
 August 18, 1908. Hearing.
1541. *Blue Valley Creamery Company and others v. Michigan Central Railroad Company and others.*
 Violation of sections 1, 2, and 3 by increased rates on cream from various points on the lines of defendants to various creameries operated by the complainants.
 April 29, 1908. Complaint filed.
 May 29 to June 8, 1908. Answers filed.
 June 10-13, 1908. Hearing.
 September 8-12, 1908. Hearing.
 October 26 to November 23, 1908. Briefs filed.
1542. *Receivers and Shippers' Association of Cincinnati v. Cincinnati, New Orleans & Texas Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on first six classes of freight from Cincinnati, Ohio, to Chattanooga, Tenn.
 April 30, 1908. Complaint filed.
 May 20, 1908. Answers filed.
 October 28, 1908. Hearing.
 November 16-19, 1908. Hearing.
 November 23, 1908. Intervening petition filed.
1543. *Chanute Refining Company v. St. Louis, Iron Mountain & Southern Railway Company and others.*
 Violation of sections 1, 2, and 3 in rate on crude oil in tank cars from Watova, Okla., to Chanute, Kans., as compared with rates from Watova to New Orleans and various other rates.
 May 1, 1908. Complaint filed.
 May 18 to 22, 1908. Answers filed.
 June 22, 1908. Order of discontinuance entered.
1544. *In the matter of Through Passenger Routes via Portland, Oreg.*
 April 14, 1908. Order entered.
 June 1 to 19, 1908. Answers filed.

1545. Elwood Grain Company *v.* Chicago Great Western Railway Company and others.
Violation of section 1 by refusal to allow complainant elevation charge on 19 cars of corn shipped from St. Joseph, Mo., to Louisville, Ky.
May 4, 1908. Complaint filed.
May 28 to July 20, 1908. Answers filed.
1546. Superior Refining Company *v.* St. Louis, Iron Mountain & Southern Railway Company and others.
Violation of sections 1, 2, and 3 in rate on crude oil in tank cars from Watova, Okla., to Longton, Kans., as compared with rates from Watova to New Orleans and various other rates.
May 5, 1908. Complaint filed.
May 18 to June 1, 1908. Answers filed.
1547. Percy Kent Company and others *v.* New York Central & Hudson River Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on burlap bags from New York and Philadelphia to Chicago and points lying between Pittsburg and Chicago, as compared with import rates on burlap from New York and Philadelphia to Chicago.
May 5, 1908. Complaint filed.
May 25 to June 1, 1908. Answers filed.
1548. E. D. Jones & Sons Company *v.* Boston & Albany Railroad Company and others.
Violation of section 1 in rate on shipment of paper-manufacturing machinery from Pittsfield, Mass., to Millinocket, Me.
May 5, 1908. Complaint filed.
November 27, 1908. Hearing.
1549. Mountain Ice Company and others *v.* Delaware, Lackawanna & Western Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on ice from Hart Lake, Gouldsboro, Tobyhanna, and Pocono Summit, Pa., Netcong, Hopatcong, and Danville, N. J., to various points in New Jersey, Delaware, Maryland, and New York.
May 5, 1908. Complaint filed.
May 21 to July 20, 1908. Answers filed.
September 21-23, 1908. Hearing.
October 8-10, 1908. Hearing.
November 5-7, 1908. Hearing.
November 6, 1908. Supplemental petition for reparation filed by Mountain Ice Company.
1550. Carstens Packing Company *v.* Northern Pacific Railway Company and others.
Violation of section 2 by exaction of same rate for 34-foot cars as for 36½-foot cars on shipments of cattle from Anaconda, Mont., to Tacoma, Wash.
May 6, 1908. Complaint filed.
May 25, 1908. Answer filed.
August 22, 1908. Hearing.
November 24, 1908. Report and order filed.
1551. Hardenberg, Dolson & Gray *v.* Northern Pacific Railway Company.
Violation of section 1 in rate on hay shipped from Portland, Oreg., to Auburn, Wash., by reason of the through rate exceeding the sum of the locals on Seattle.
May 6, 1908. Complaint filed.
May 25, 1908. Answer filed.
August 22, 1908. Hearing.
November 24, 1908. Report and order filed.
1552. Montgomery Freight Bureau *v.* Western Railway of Alabama and others.
Violation of sections 1, 2, and 3 in rates on fertilizer from Montgomery, Ala., to points on the Mobile, Jackson & Kansas City Railroad as compared with rates from New Orleans to same points.
May 7, 1908. Complaint filed.
May 20 to June 18, 1908. Answers filed.
1553. C. J. Hafey *v.* St. Louis & San Francisco Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on crude oil in tank cars from Paola, Kans., to Kansas City, Kans., as compared with rates from Red Fork, Okla., to Kansas City, Mo., and from Nowata, Okla., to Kansas City, Kans.

- May 8, 1908. Complaint filed.
 June 3 to 18, 1908. Answers filed.
 October 1, 1908. Hearing.
1554. *W. A. Tully v. Missouri, Oklahoma & Gulf Railway Company and others.*
 Violation of sections 1, 2, and 3 in rate on snap corn from Hoffman, Okla., to Corsicana, Tex.
 May 9, 1908. Complaint filed.
 June 18 to July 13, 1908. Answers filed.
 October 26, 1908. Hearing.
 November 11, 1908. Order of discontinuance entered.
1555. *William M. Davis v. West Jersey Express Company and others.*
 Violation of sections 1, 2, and 3 by reason of unjust classification of small animals to be used for scientific purposes.
 May 9, 1908. Complaint filed.
 May 28 to June 11, 1908. Answers filed.
1556. *William A. Reddick v. Michigan Central Railroad Company.*
 Violation of sections 1, 2, and 3 in unreasonable rates on wire flesh forks from Niles, Mich., to Chicago, Ill.
 May 11, 1908. Complaint filed.
 June 22, 1908. Order of discontinuance entered.
1557. *Moise Brothers Company v. Chicago, Rock Island & Pacific Railway Company and others.*
 Violation of sections 1, 2, 3, and 4 in rates from Chicago and common points, St. Louis territory, Kansas City territory, Memphis (Tenn.) territory, Pittsburg, Pa., and Wheeling, W. Va., to Santa Rosa, N. Mex., as compared with rates from same points to El Paso, Tex., and longer distance points.
 May 11, 1908. Complaint filed.
 June 3, 1908. Answer filed.
 September 11, 1908. Hearing.
 October 17 to November 9, 1908. Briefs filed.
1558. *C. H. Godfrey & Son v. Texas, Arkansas & Louisiana Railway Company and others.*
 Violation of section 1 in rate on canned peaches shipped from Atlanta, Tex., to Kansas City, Mo.
 May 12, 1908. Complaint filed.
 June 15, 1908. Answer filed.
 November 4, 1908. Hearing.
1559. *W. W. Thomas v. Illinois Central Railroad Company and others.*
 Violation of section 1 in rate on strawberry plants shipped from Anna, Ill., to Los Angeles, Cal.
 May 12, 1908. Complaint filed.
 June 1, 1908. Answer filed.
1560. In the matter of issuing, granting, and use of interstate free transportation for passengers by and on the Boston & Maine Railroad.
 May 5, 1908. Order of Commission entered.
1561. In the matter of interstate free transportation of property by and on the lines of the San Pedro, Los Angeles & Salt Lake Railroad Company.
 May 5, 1908. Order of Commission entered.
 Case disposed of by conference Rule 87, Bulletin 2.
1562. *American Lumber and Manufacturing Company v. Southern Pacific Company and others.*
 Violation of section 1 in overcharge on carload of lumber shipped from Portland, Oreg., to Queen Junction, Pa., by reason of defendant furnishing car of greater capacity than that requested and charging minimum carload weight.
 May 12, 1908. Complaint filed.
 June 1 to July 2, 1908. Answers filed.
 June 3, 1908. Amended complaint filed.
 July 16 to September 11, 1908. Depositions filed.
 August 19 to September 29, 1903. Briefs filed.
 September 18, 1908. Hearing.
 November 10, 1908. Report and order filed.

1563. *R. B. Hager v. Chicago & Northwestern Railway Company and others.*
 Violation of sections 1, 2, and 3 by refusal of defendants to grant complainant the privilege of inspection on shipments of potatoes from Fairfax, S. Dak., to Kansas City, Mo., and assessment of freight charges on improper weight.
 May 13, 1908. Complaint filed.
 July 1, 1908. Answer filed.
 September 2, 1908. Motion to dismiss filed.
1564. *Chicago Association of Commerce (Incorporated) v. Pennsylvania Company and others.*
 Violation of sections 1, 2, and 3 in rates from Chicago, Ill., to Chattanooga, Tenn., as compared with rates from various eastern points to Chattanooga.
 May 13, 1908. Complaint filed.
 June 3 to 23, 1908. Answers filed.
 October 28, 1908. Hearing.
 November 16-19, 1908. Hearing.
 November 23, 1908. Intervening petition filed.
1565. *La Salle Paper Company v. Michigan Central Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rate on paper stock from Chicago, Ill., to South Bend, Ind., as compared with rate on manufactured paper from South Bend to Chicago.
 May 13, 1908. Complaint filed.
 June 1 to August 19, 1908. Answers filed.
1566. *Orient Cotton Products Company v. Chicago, Rock Island & Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on cotton seed from points on line of defendants to Kansas City.
 May 13, 1908. Complaint filed.
 June 6 to 10, 1908. Answers filed.
 June 9, 1908. Order of discontinuance entered.
1567. *Commercial Coal Company v. Baltimore & Ohio Railroad Company and others.*
 Violation of section 1 in rate on bituminous coal from Grafton, W. Va., to Kalamazoo, Mich.
 May 13, 1908. Complaint filed.
 June 3, 1908. Answer filed.
 September 16, 1908. Hearing.
 November 3 to 23, 1908. Briefs filed.
1568. *C. H. Godfrey & Son v. Texas, Arkansas & Louisiana Railway Company and others.*
 Violation of section 1 in rate on canned peaches from Atlanta, Tex., to Chicago, Ill.
 May 18, 1908. Complaint filed.
 June 8 to July 21, 1908. Answers filed.
 November 4, 1908. Hearing.
1569. *Union Pacific Tea Company v. Pennsylvania Railroad Company and others.*
 Violation of sections 1, 2, and 3 in unjust classification on German and Austrian china ware in packages in less than carload lots as compared with classification on domestic crockery.
 May 18, 1908. Complaint filed.
 June 1 to July 1, 1908. Answers filed.
 September 21, 1908. Hearing.
 September 21 to October 13, 1908. Briefs filed.
 October 14, 1908. Argument.
 November 14, 1908. Report and order filed.
1570. *Wakita Coal and Lumber Company v. Atchison, Topeka & Santa Fe Railway Company and others.*
 Violation of section 1 in rate on lumber from Ashland, Tex., to Wakita, Okla.
 May 18, 1908. Complaint filed.
 June 13 to October 10, 1908. Answers filed.
 October 26, 1908. Hearing.

1571. *Browne Grain Company v. Atchison, Topeka & Santa Fe Railway Company.*
 Violation of section 1 in rate on alfalfa hay from Denver, Colo., to Elizabeth, La.
 May 18, 1908. Complaint filed.
 November 10, 1908. Order of Commission entered.
1572. *Kansas City Transportation Bureau of the Commercial Club v. Atchison, Topeka & Santa Fe Railway Company.*
 Violation of sections 1, 2, and 3 in rates on wheat and corn, and products thereof, taking the same rates from Kansas City and Ohio River crossings, Southeastern and Carolina territory, Nashville, Tenn., Memphis, New Orleans, Galveston, and other Gulf ports for export as compared with rates from Omaha and greater distance points to same points of destination.
 May 19, 1908. Complaint filed.
 June 1, October 13, and November 15, 1908. Intervening petitions filed.
 June 4 to November 9, 1908. Answers filed.
 November 5, 1908. Hearing.
1573. *J. E. Baker v. Cumberland Valley Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on crude limestone for furnace use from Bunker Hill, W. Va., to points in Ohio and Pennsylvania as compared with rates from Martinsburg, W. Va., to same points.
 May 20, 1908. Complaint filed.
 June 6 to June 23, 1908. Answers filed.
 September 15, 1908. Hearing.
 September 15, 1908. Amended petition filed.
 September 30 to October 19, 1908. Briefs filed.
 November 10, 1908. Report and order filed.
1574. *National Petroleum Association and others v. Louisville & Nashville Railroad Company.*
 Violation of sections 3 and 7 in refusal of defendant to accept and ship petroleum and its products in less than carload lots, except on certain days of the week, while receiving and shipping carloads of petroleum and its products on any day.
 May 22, 1908. Complaint filed.
 June 13, 1908. Answer filed.
 September 17, 1908. Hearing.
 October 26 to November 9, 1908. Briefs filed.
1575. *Michael Cohen & Company v. Southern Railway Company.*
 Violation of section 1 in rate on marble from Long Island City, N. Y., to Richmond, Va.
 May 23, 1908. Complaint filed.
 June 22, 1908. Answer filed.
 November 28, 1908. Hearing.
1576. *Advance Thresher Company v. Orange & Northwestern Railroad Company and others.*
 Violation of section 1 in rate on machinery from Bancroft, Tex., to Crowley, La.
 May 23, 1908. Complaint filed.
 June 13 to September 11, 1908. Answers filed.
 September 16, 1908. Hearing.
1577. *Heisler & Company v. Toledo & Ohio Central Railway Company.*
 Violation of section 1 in rate on pumping machinery from St. Marys, Ohio, to Waukegan, Ill.
 May 23, 1908. Complaint filed.
 September 15, 1908. Hearing.
1578. *Arthur S. Phillips v. New York & Boston Despatch Express Company.*
 Violation of sections 1, 2, and 3 in express rate from Boston, Mass., to Bristol Ferry, R. I., as compared with rate from Boston to Fall River, Mass.
 May 25, 1908. Complaint filed.
 June 17, 1908. Answer filed.
 November 13, 1908. Hearing.
1579. *Alphons Custodis Chimney Construction Company v. Pennsylvania Railroad Company and others.*
 Violation of section 1 by excessive rate on stack material from Sayreville, N. J., to Hopedale Siding, L. I.

- May 25, 1908. Complaint filed.
 June 22, 1908. Order of discontinuance entered.
1580. *B. & B. McCormick v. Chicago, Burlington & Quincy Railroad Company.*
 Violation of section 1 by refusal of defendant to construct a switch connection at a point upon complainants' farm near Peru, Ill.
 May 29, 1908. Complaint filed.
 June 13, 1908. Answer filed.
 October 12, 1908. Hearing.
 October 24 to November 11, 1908. Briefs filed.
1581. *Humbird Lumber Company (Limited) v. Northern Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on lumber from Humbird Spur, Idaho, to Basin, Wyo., Kootenai Spur, Idaho, to Basin, Wyo., and Sagle Idaho, to Garland, Wyo.
 June 1 1908. Complaint filed.
 June 24 to July 10, 1908. Answers filed.
1582. *The United States v. Adams Express Company and others.*
 Violation of section 1 in express rate from Washington, D. C., to Bremerton, Wash., as compared with the sum of the locals on Seattle, Wash.
 June 1, 1908. Complaint filed.
1583. *Gus Momsen & Company v. El Paso & Southwestern Railroad Company and others.*
 Violation of section 1 in rate on corrugated iron from Newport, Ky., to Tombstone, Ariz.
 June 3, 1908. Complaint filed.
 June 26, 1908. Answer filed.
 July 2, 1908. Order of dismissal entered.
1584. *Crombie & Company v. Galveston, Harrisburg & San Antonio Railway Company and others.*
 Violation of section 1 in rate on bananas from New Orleans, La., to El Paso, Tex., and unreasonable wharfage charge at New Orleans.
 June 3, 1908. Complaint filed.
 June 22 to July 24, 1908. Answers filed.
 September 3, 1908. Hearing.
 October 24, 1908. Brief filed.
1585. *J. H. Allen & Company v. Chicago, Milwaukee & St. Paul Railway Company.*
 Violation of section 1 in rates on groceries from St. Paul, Minn., to Lemmon, S. Dak., and Hettinger, N. Dak.
 June 4, 1908. Complaint filed.
 June 4, 1908. Answer filed.
 June 4, 1908. Stipulation filed.
1586. *Kaye & Carter Lumber Company v. Chicago, Milwaukee & St. Paul Railway Company.*
 Violation of section 1 by refusal of defendant to make an allowance of 500 pounds per car for car stakes on 4 carloads of lumber shipped from Hines, Minn., to various points of destination.
 June 4, 1908. Complaint filed.
 June 4, 1908. Answer filed.
 June 4, 1908. Stipulation filed.
1587. *Enterprize Fuel Company v. Pennsylvania Railroad Company and others.*
 Violation of sections 2, 3, and 15 by refusal of defendants to establish through route and joint rate from Alden Colliery, Pa., to Baltimore, Md.
 June 5, 1908. Complaint filed.
 June 17 to 28, 1908. Answers filed.
 Nov. 5, 1908. Hearing.
 November 27, 1908. Brief filed.
1588. *H. Lesinsky & Company v. Southern Pacific Company and others.*
 Violation of section 1 in overcharge on carload of canned goods from San Jose, Cal., to Bisbee, Ariz.
 June 6, 1908. Complaint filed.
 June 22, 1908. Order of discontinuance entered.
 June 26 to 29, 1908. Answers filed.

1589. *D. M. Payne v. Galveston, Harrisburg & San Antonio Railway Company and others.*
 Violation of section 1 in rate on bananas from New Orleans, La., to El Paso, Tex.
 June 6, 1908. Complaint filed.
 June 22 to July 24, 1908. Answers filed.
 September 3, 1908. Hearing.
 October 24, 1908. Brief filed.
1590. *H. P. Fisk & Sons v. Boston & Maine Railroad.*
 Violation of sections 1, 2, 3, and 4 in rates on coal from Rotterdam Junction, Troy, and Mechanicsville, N. Y., to Holyoke, Mass.
 June 6, 1908. Complaint filed.
 June 24, 1908. Answer filed.
1591. *Crombie & Company v. Texas & Pacific Railway Company.*
 Violation of section 1 in rate on shipment of bananas from New Orleans, La., to El Paso, Tex.
 June 8, 1908. Complaint filed.
 June 18, 1908. Answer filed.
 September 3, 1908. Hearing.
1592. *Goodman Produce Company v. Galveston, Harrisburg & San Antonio Railway Company and others.*
 Violation of section 1 in rate on bananas from New Orleans, La., to El Paso, Tex., and unreasonable wharfage charge at New Orleans.
 June 8, 1908. Complaint filed.
 September 3, 1908. Hearing.
 October 24, 1908. Brief filed.
1593. *Crombie & Company v. Galveston, Harrisburg & San Antonio Railway Company and others.*
 Violation of section 1 in rate on bananas from New Orleans, La., to El Paso, Tex., and unreasonable wharfage charge at New Orleans.
 June 8, 1908. Complaint filed.
 June 22 to July 24, 1908. Answers filed.
 September 3, 1908. Hearing.
 October 24, 1908. Brief filed.
1594. *Harvest King Distilling Company v. Atchison, Topeka & Santa Fe Railway Company and others.*
 Violation of section 1 by reason of unjust and unreasonable demurrage charges and rules on shipments of whisky in less than carload lots.
 June 9, 1908. Complaint filed.
 June 22 to September 3, 1908. Answers filed.
 October 16, 1908. Hearing.
 November 11, 1908. Order of dismissal entered.
1595. *C. C. Follmer & Company v. Great Northern Railway Company and others.*
 Violation of section 1 in rate on shingles from Bellingham, Wash., to Detroit, Mich., by reason of improper routing.
 June 11, 1908. Complaint filed.
 June 18 to 27, 1908. Answers filed.
 September 16, 1908. Hearing.
1596. *Howard Supply Company v. Chesapeake & Ohio Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on cross-ties from points on line of Chesapeake & Ohio Railway Company between Lexington and Ashland, Ky., to Pittsburg, Pa.
 June 11, 1908. Complaint filed.
 July 9, 1908. Motion to dismiss filed.
 July 22, 1908. Order of dismissal entered.
1597. *Brook-Rauch Mill & Elevator Company v. Missouri Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 by reason of defendants granting competitors of complainant unlawful rebates on interstate shipments of grain and provisions.
 June 12, 1908. Complaint filed.
 July 10, 1908. Answer filed.
 July 23, 1908. Order of Commission entered making an additional party defendant.

1598. *M. A. Hanna Coal Company v. Northern Pacific Railway Company and others.*
Violation of section 1 in overcharge on shipments of soft coal from Superior, Wis., to points in North Dakota by reason of defendant furnishing a car of greater capacity than requested and assessing charges on marked capacity of car instead of on actual weight.
June 17, 1908. Complaint filed.
July 6, 1908. Answer filed.
1599. *Swift Fertilizer Works v. Atlantic Coast Line Railroad Company.*
Violation of sections 1, 2, and 3 by reason of improper and unjust demurrage charges and refusal of defendant to deliver 33 cars of fertilizing material shipped from Charleston, S. C., to Wilmington, N. C.
June 17, 1908. Complaint filed.
June 29, 1908. Answer filed.
1600. *Winters Metallic Paint Company v. Pere Marquette Railroad Company and others.*
Violation of section 1 in through routes on ground iron ore from Iron Ridge, Wis., to Michigan City and South Bend, Ind., Grand Rapids, Lansing, and Detroit, Mich., and Buffalo, N. Y.
June 18, 1908. Complaint filed.
July 8 to 11, 1908. Answers filed.
1601. *Winters Metallic Paint Company v. Chicago, Milwaukee & St. Paul Railway Company.*
Violation of sections 1 and 3 in rates on ground iron ore from Iron Ridge, Wis., to St. Paul, Minn., Cedar Rapids, Iowa, Chicago, Ill., Omaha, Nebr., Kansas City, Mo., and other points in Minnesota, Iowa, and Illinois, and refusal of defendant to furnish and maintain sidetrack connections at complainant's mills near Nye Station, Wis., while furnishing such connections to other shippers.
June 18, 1908. Complaint filed.
July 11, 1908. Answer filed.
1602. *Winters Metallic Paint Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*
Violation of section 1 in rates on ground iron ore from Iron Ridge, Wis., to Peoria and Springfield, Ill., St. Louis, Mo., Evansville, Ind., Atlanta, Ga., Henderson, and other points in Kentucky.
June 18, 1908. Complaint filed.
July 8 to September 26, 1908. Answers filed.
1603. *Winters Metallic Paint Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*
Violation of section 1 in rates on ground iron ore from Iron Ridge, Wis., to Michigan City, Ind., and Louisville, Ky.
June 18, 1908. Complaint filed.
July 10-11, 1908. Answers filed.
1604. *Winters Metallic Paint Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*
Violation of section 1 in rates on ground iron ore from Iron Ridge, Wis., to Lincoln, Nebr.; Batavia and Galesburg, Ill.; Burlington, Fairfield, and Oskaloosa, Iowa, and St. Joseph, Mo.
June 18, 1908. Complaint filed.
July 11 to 13, 1908. Answers filed.
1605. *Winters Metallic Paint Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*
Violation of section 1 in rate on ground iron ore from Iron Ridge, Wis., to Mount Vernon, Ill.
June 18, 1908. Complaint filed.
July 10-11, 1908. Answers filed.
1606. *Winters Metallic Paint Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*
Violation of section 1 in rates on ground iron ore from Iron Ridge, Wis., to Cincinnati, Cleveland, Columbus, Dayton, Springfield, Tiffin, and Troy, Ohio; Anderson, Indianapolis, and Jeffersonville, Ind.
June 18, 1908. Complaint filed.
July 10-11, 1908. Answers filed.

1607. *Winters Metallic Paint Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*
 Violation of section 1 in rates on ground iron ore from Iron Ridge, Wis., to Cambridge, Canton, Marietta, Niles, Toledo, and Youngstown, Ohio; Pittsburg, Pa., and Wheeling, W. Va.
 June 18, 1908. Complaint filed.
 July 2-11, 1908. Answers filed.
1608. *Virginia-Carolina Chemical Company v. St. Louis Southwestern Railway Company.*
 Violation of sections 1, 2, and 3 in rates on fertilizers from Shreveport and Bossier City, La., to stations on the St. Louis Southwestern Railway in Louisiana and Arkansas south of Altheimer, Ark., as compared with rates between points in the State of Arkansas and rates from Shreveport to points in Arkansas.
 June 19, 1908. Complaint filed.
 July 11, 1908. Answer filed.
1609. *Darling & Company and others v. Baltimore & Ohio Railroad Company and others.*
 Violation of sections 1, 2, 3, and 4 in rates on phosphate rock from Centerville and Mount Pleasant, Tenn., to Ohio River crossings and points north and east.
 June 20, 1908. Complaint filed.
 July 6 to October 19, 1908. Answers filed.
 October 26, 1908. Hearing.
 November 23, 1908. Brief filed.
1610. *Bedingfield & Company v. Wisconsin Central Railway Company and others.*
 Violation of section 1 by reason of exaction of higher rate for mixed carload of mineral water and ginger ale than charged for carload of mineral water, although ginger ale is a cheaper commodity.
 June 23, 1908. Complaint filed.
 July 10 to August 15, 1908. Answers filed.
1611. *H. W. Joynes v. Pennsylvania Railroad Company.*
 Violation of section 3 in refusal and failure to deliver promptly and within a reasonable and proper time carloads of merchandise at its yards in Pittsburg, Pa.
 June 23, 1908. Complaint filed.
 July 14, 1908. Answer filed.
 October 8, 1908. Motion to dismiss filed.
 October 10 to 31, 1908. Briefs filed.
1612. *H. W. Joynes v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.*
 Violation of section 3 by refusal and failure of defendant to deliver carload of potatoes promptly and within reasonable time.
 June 23, 1908. Complaint filed.
 July 14, 1908. Answer filed.
1613. *Kile & Morgan Company v. Deepwater Railway Company and others.*
 Violation of section 1 in rate on lumber from Harper, W. Va., to Nashua, N. H., by reason of change of routing as given on the bill of lading.
 June 23, 1908. Complaint filed.
 July 21 to August 7, 1908. Answers filed.
 November 27, 1908. Hearing.
1614. *Chamber of Commerce of the City of Milwaukee v. Illinois Central Railroad Company and others.*
 Violation of sections 1, 2, and 3 by refusal of defendants to establish through routes and joint rates on grain from points in Iowa, Minnesota, and South Dakota to Milwaukee, while such routes and rates from same points are in effect to Chicago.
 June 25, 1908. Complaint filed.
 July 16, 1908. Amended petition filed.
 July 20, 1908. Answer filed.
 August 3, 1908. Motion to dismiss filed.
1615. *Chamber of Commerce of the City of Milwaukee v. Chicago, Rock Island & Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 by refusal of defendant to establish through routes and joint rates on grain from points in Iowa, Minnesota, and South Dakota to Milwaukee, Wis., except on wheat and

barley, while such routes and rates from the same points are in effect to Chicago.

June 25, 1908. Complaint filed.

July 20 to August 14, 1908. Answers filed.

October 26, 1908. Hearing.

November 13, 1908. Brief filed.

1616. *Harron, Richard and McCone v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company and others.*

Violation of sections 1, 2, and 3 in rate on band-saw machinery from Cincinnati, Ohio, to San Francisco, Cal.

June 27, 1908. Complaint filed.

July 20 to September 3, 1908. Answers filed.

1617. *Marble Falls Insulator Pin Company v. Houston & Texas Central Railroad Company and others.*

Violation of section 1 in rate on cedar insulator pins from Marble Falls, Tex., to St. Louis, Mo.

June 29, 1908. Complaint filed.

July 11 to 24, 1908. Answers filed.

October 16, 1908. Hearing.

1618. *A. Merle Company v. New York Central & Hudson River Railroad Company and others.*

Violation of section 1 by improper classification on shipment of carload of brass-sheathed iron tubing from Rome, N. Y., to San Francisco, Cal.

June 29, 1908. Complaint filed.

September 12 to 21, 1908. Answers filed.

1619. *Grand Rapids Plaster Company v. Pere Marquette Railroad Company and others.*

Violation of section 1 in rates on wall plaster from Mass City, Mich., to Houghton, Mich.

June 29, 1908. Complaint filed.

July 25 to August 17, 1908. Answers filed.

September 16, 1908. Hearing.

1620. *Grand Rapids Plaster Company v. Pere Marquette Railroad Company.*

Violation of section 1 in rate on wall plaster from Grand Rapids, Mich., to Milwaukee, Wis.

June 29, 1908. Complaint filed.

July 15, 1908. Answer filed.

September 16, 1908. Hearing.

November 10, 1908. Report and order filed.

1621. *E. E. Saunders & Company v. Southern Express Company.*

Violation of sections 1, 2, and 3 in rates on fish from Pensacola, Fla., to Birmingham, Montgomery, Selma, and other points in Alabama as compared with rates from Mobile, Ala., to same points.

June 29, 1908. Complaint filed.

August 19, 1908. Answers filed.

1622. *Riverside Mills v. Georgia Railroad and others.*

Violation of sections 1 and 3 in rates on cotton waste from Augusta, Ga., to various points of destination.

June 29, 1908. Complaint filed.

July 20 to September 3, 1908. Answers filed.

November 11, 1908. Order of discontinuance entered.

1623. *Riverside Mills v. Central of Georgia Railway Company and others.*

Violation of sections 1 and 3 in rates on cotton factory sweepings, notes, and card strippings in L. C. L. from Augusta, Ga., to various points of destination in Eastern States.

June 29, 1908. Complaint filed.

July 15 to August 17, 1908. Answers filed.

November 11, 1908. Order of discontinuance entered.

1624. *Riverside Mills v. Atlantic Coast Line Railroad Company and others.*

Violation of sections 1 and 3 in rates on cotton-factory sweepings, notes, and card strippings in L. C. L. from various points in Alabama, Mississippi, Tennessee, and Texas to Augusta, Ga.

June 29, 1908. Complaint filed.

July 21 to September 3, 1908. Answers filed.

November 11, 1908. Order of discontinuance entered.

1625. *Kansas City Portland Cement Company v. Atchison, Topeka & Santa Fe Railway Company and others.*
 Violation of sections 1, 2, 3, and 6 in rate from Cement City, Mo., to Kansas City, Mo., on cement when destined from points beyond Kansas City, outside the State of Missouri, as compared with local rate from Cement City to Kansas City.
 June 29, 1908. Complaint filed.
 July 13 to September 4, 1908. Answers filed.
 November 10, 1908. Order of dismissal entered.
1626. *William R. Pilant v. Atchison, Topeka & Santa Fe Railway Company and others.*
 Violation of sections 1, 2, 3, and 4 in rate on beer from Milwaukee, Wis., to Roswell, N. Mex., as compared with rates to El Paso, Tex., a longer distance point.
 July 1, 1908. Complaint filed.
 August 7, 1908. Answer filed.
 November 23, 1908. Hearing.
1627. *Henry E. Meeker v. Erie Railroad Company and others.*
 Violation of section 1 in rates on coal from Hudson, Pa., to Edgewater and Weehawken, N. J.
 July 2, 1908. Complaint filed.
 October 30, 1908. Petition and affidavits on behalf of defendants filed.
1628. *Nebraska-Iowa Grain Company v. Union Pacific Railroad Company.*
 Violation of sections 1, 2, and 3 by refusal of defendant to pay elevation allowance for transferring grain at Omaha, Nebr.
 July 3, 1908. Complaint filed.
 August 12, 1908. Answer filed.
 August 13, 1908. Amended petition filed.
 September 28, 1908. Answer to amended petition filed.
 October 1, 1908. Hearing.
 October 21 to November 9, 1908. Briefs filed.
1629. *Frick-Reid Supply Company v. St. Louis & San Francisco Railroad Company and others.*
 Violation of section 1 in rate on sucker rods from Tiona, Pa., to Chelsea, Okla.
 July 3, 1908. Complaint filed.
 September 3, 1908. Answer filed.
1630. *Slimmer & Thomas v. Chicago, St. Paul, Minneapolis & Omaha Railway Company and others.*
 Violation of section 1 in rates on stock cattle from St. Paul, Minn., to various points in South Dakota.
 July 6, 1908. Complaint filed.
 July 27 to August 10, 1908. Answers filed.
 October 8, 1908. Hearing.
 November 10, 1908. Report and order filed.
1631. *Mountain Ice Company and others v. Erie Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on ice from Pocono Lake, Pa., Sterling Forest and Charlotteburg, N. Y., to various points in New Jersey, New York, and Pennsylvania.
 July 8, 1908. Complaint filed.
 September 10 to October 3, 1908. Answers filed.
 September 21-23, 1908. Hearing.
 October 8-10, 1908. Hearing.
 November 5-7, 1908. Hearing.
 November 6, 1908. Supplemental petition for reparation filed by Mountain Ice Company.
1632. *Mountain Ice Company v. Erie Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on ice from Reeders, Pocono Lake, and Naomi Pines, Pa., to various points in New York, New Jersey, and Pennsylvania.
 July 8, 1908. Complaint filed.
 July 23 to October 3, 1908. Answers filed.
 September 21-23, 1908. Hearing.
 October 8-10, 1908. Hearing.
 November 5-7, 1908. Hearing.
 November 6, 1908. Supplemental petition for reparation filed.

1633. *Cambria Steel Company v. Baltimore & Ohio Railroad Company.*
Violation of section 1 by reason of unjust and unreasonable demurrage charges at Johnstown, Pa., on privately owned cars.
July 8, 1908. Complaint filed.
August 3, 1908. Answer filed.
November 27, 1908. Hearing.
1634. *The United States v. New York, New Haven & Hartford Railroad Company and others.*
Violation of sections 1 and 2 in rate on gun cotton from Newport, R. I., to Carneys Point, N. J.
July 9, 1908. Complaint filed.
July 30 to August 8, 1908. Answers filed.
1635. *The United States v. New York, Philadelphia & Norfolk Railroad Company and others.*
Violation of sections 1 and 2 in rate on ball cartridges and saluting powder from Annapolis, Md., to Norfolk, Va.
July 9, 1908. Complaint filed.
August 3, 1908. Answer filed.
1636. *J. C. Blume & Company v. Wells, Fargo & Company Express.*
Violation of sections 2 and 3 by reason of defendant delivering carload of produce shipped from Rockyford, Colo., to Pittsburg, Pa., contrary to instructions contained in bill of lading.
July 10, 1908. Complaint filed.
August 4, 1908. Answer filed.
September 18, 1908. Hearing.
October 3, 1908. Brief filed.
1637. *West Texas Fuel Company v. Texas & Pacific Railway Company and others.*
Violation of section 1 by unjust delivery charge at El Paso, Tex., on shipments of coal from Gallup, N. Mex.
July 11, 1908. Complaint filed.
July 24 to August 27, 1908. Answers filed.
November 10, 1908. Hearing.
1638. *Utica Traffic Bureau v. New York, Ontario & Western Railway Company.*
Violation of sections 1 and 3 in rate for switching coal screenings from terminal yards of the New York Central and Hudson River Railroad Company at Utica, N. Y., to Utica Steam and Mohawk Valley cotton mills.
July 11, 1908. Complaint filed.
August 7, 1908. Answer filed.
November 24, 1908. Hearing.
1639. *National Zinc Company v. St. Louis & San Francisco Railroad Company and others.*
Violation of sections 1, 2, and 3 by defendants assessing freight charges on shipments of dead or slack coal from Pittsburg (Kans.) coal district to Bartlesville, Okla., on the marked capacity of car instead of on actual weight.
July 11, 1908. Complaint filed.
August 3 to September 3, 1908. Answers filed.
1640. *Florence Wagon Works v. Southern Railway Company.*
Violation of section 1 in rate on wagons or wagon parts from Florence, Ala., to Edwards, Miss.
July 11, 1908. Complaint filed.
August 6, 1908. Answer filed.
September 21, 1908. Stipulation filed.
November 10, 1908. Order entered.
1641. *Florence Wagon Works v. Southern Railway Company.*
Violation of sections 1, 2, and 3 in rate on wagons from Florence, Ala., to Morton, Miss., as compared with rates from Memphis, Tenn., Owensboro and Henderson, Ky., and Nashville, Tenn., to same destination.
July 11, 1908. Complaint filed.
August 6, 1908. Answer filed.
August 27, 1908. Stipulation filed.
November 10, 1908. Order entered.
1642. *Crowell Lumber & Grain Company v. Union Pacific Railroad Company.*
Violation of sections 1, 2, and 3 by refusal of defendant to pay elevation allowance for transferring grain at Omaha, Nebr.

- July 13, 1908. Complaint filed.
 August 12, 1908. Answer filed.
 October 1, 1908. Hearing.
 October 20 to November 9, 1908. Briefs filed.
1643. *McCaull-Dinsmore Company v. Chicago Great Western Railway Company and others.*
 Violation of section 1 in rate on wheat from Farmers, Hastings, and Brenner, Nebr., to Chicago, Ill., via St. Joseph, as compared with rate via Omaha, by reason of improper routing.
 July 13, 1908. Complaint filed.
 August 14 to 17, 1908. Answers filed.
 October 8, 1908. Hearing.
 November 10, 1908. Report and order filed.
1644. *Cavers Elevator Company v. Union Pacific Railroad Company.*
 Violation of sections 1, 2, and 3 by refusal of defendant to pay elevation allowance for transferring grain at Omaha, Nebr.
 July 13, 1908. Complaint filed.
 August 3, 1908. Answer filed.
 August 14, 1908. Amended answer filed.
 October 1, 1908. Hearing.
 October 29 to November 9, 1908. Briefs filed.
1645. *United States of America v. Baltimore & Ohio Railroad Company and others.*
 Violation of section 1 in passenger fare from Pittsburg, Pa., to Newport, R. I., as compared with the sum of the locals on New York.
 July 14, 1908. Complaint filed.
 July 31 to August 5, 1908. Answers filed.
 November 30, 1908. Hearing.
1646. *Sam Williamson v. Oregon Short Line Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rate on wheat from Wooleys Spur, Idaho, to McKinney, Tex., as compared with rates from Idaho Falls, Blackfoot, Pocatello, and other more distant points to same destination.
 July 14, 1908. Complaint filed.
 August 4 to September 2, 1908. Answers filed.
1647. *Wheeler Lumber and Bridge Supply Company v. Southern Pacific Company and others.*
 Violation of section 1 in overcharge on shipment of fir lumber from Hillsboro, Oreg., to Algona, Iowa, by reason of defendant furnishing a car of greater capacity than that requested by complainant.
 July 15, 1908. Complaint filed.
 August 8 to 17, 1908. Answers filed.
1648. *Oscar P. Taylor v. Missouri Pacific Railway Company.*
 Violation of sections 1, 2, and 3 in rate on lumber from Atkins, Ark., to Braggs, Okla., as compared with the sum of the state locals.
 July 16, 1908. Complaint filed.
 September 4, 1908. Answer filed.
 October 26, 1908. Hearing.
1649. *Pacific Coast Jobbers and Manufacturers' Association v. Southern Pacific Company and others.*
 Violation of sections 1, 2, and 3 by unjust discrimination in the matter of terminal or switching charge at San Francisco, Cal.
 July 17, 1908. Complaint filed.
 September 14 to 28, 1908. Answers filed.
1650. *Standard Lime and Stone Company and others v. Cumberland Valley Railroad Company and others.*
 Violation of sections 3 and 4 in rates on lime and limestone from Martinsburg, W. Va., to Edgewater, N. J., Melrose Junction, N. Y., points in Pennsylvania and various other points as compared with rates from Bunker Hill, W. Va., a longer distance point, to same destinations.
 July 17, 1908. Complaint filed.
 August 4 to 18, 1908. Answers filed.
1651. *Ira E. Crampton & Son v. Cincinnati Northern Railroad Company.*
 Violation of section 1 by refusal of defendant to establish switch connections with complainants' factory at Celina, Ohio, except under certain restrictive conditions.

- July 20, 1908. Complaint filed.
 August 8, 1908. Answer filed.
 September 15, 1908. Hearing.
 October 16 to November 4, 1908. Briefs filed.
1652. *John N. Voorhees v. Atlantic Coast Line Railroad Company and others.*
 Violation of sections 1, 2, 3, and 6 in rate and refrigeration charges on cabbage from St. Andrews station, S. C., to New York, N. Y.
 July 21, 1908. Complaint filed.
 August 13 and 19, 1908. Answers filed.
1653. *Laning-Harris Coal and Grain Company v. St. Louis & San Francisco Railroad Company.*
 Violation of sections 1, 2, 3, and 6 in switching charges at Kansas City, Mo., on hay shipped from points in Missouri and Oklahoma.
 July 21, 1908. Complaint filed.
 September 3, 1908. Answer filed.
 October 1, 1908. Hearing.
 November 17, 1908. Brief filed.
1654. *Tygarts River Coal Company v. Baltimore & Ohio Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on bituminous coal from Arden, W. Va., to Maybrook, N. Y., and destined to Lee, Mass., by refusal of defendants to handle coal by the Jersey City route.
 July 22, 1908. Complaint filed.
 July 30 to August 20, 1908. Answers filed.
 October 9, 1908. Amended petition filed.
 October 15 to 30, 1908. Answers to amended petition filed.
1655. *Updike Grain Company v. Union Pacific Railroad Company.*
 Violation of sections 1, 2, and 3 by refusal of defendant to pay elevation allowances for transferring grain at Omaha, Nebr.
 July 23, 1908. Complaint filed.
 August 13, 1908. Answer filed.
 October 1, 1908. Hearing.
 October 20 to November 9, 1908. Briefs filed.
1656. *Minneapolis Threshing Machine Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*
 Violation of section 1 in rate on farming machinery from Hopkins, Minn., to Abbyville, Kans.
 July 23, 1908. Complaint filed.
 September 1, 1908. Answer filed.
 October 8, 1908. Hearing.
 November 10, 1908. Report and order filed.
1657. *Carstens Packing Company v. Northern Pacific Railway Company and others.*
 Violation of section 2 by exaction of same rate for 34-foot cars as for 36½-foot cars on shipments of cattle from Anaconda, Mont., to Tacoma, Wash.
 July 24, 1908. Complaint filed.
 August 12 to 19, 1908. Answers filed.
1658. *Carstens Packing Company v. Oregon Railroad & Navigation Company and others.*
 Violation of section 1 in overcharge on shipments of cattle from Ontario, Oreg., and Nampa, Idaho, to Tacoma, Wash., by reason of improper routing.
 July 24, 1908. Complaint filed.
 August 13, 1908. Answer filed.
1659. *Florida Cotton Oil Company v. Central of Georgia Railway Company and others.*
 Violation of sections 1, 2, and 3 by refusal of defendants to establish through routes and joint rates on cotton seed in carloads from points on the line of the Central of Georgia Railway in Georgia and Alabama to Jacksonville, Fla., while according such through routes and joint rates from same points to Savannah, Ga.
 July 24, 1908. Complaint filed.
 August 19, 1908. Answer filed.
1660. *Carl Nollenberger v. Missouri Pacific Railway Company and others.*
 Violation of section 1 in rate on beer from St. Louis, Mo., to Leadville, Colo.

- July 25, 1908. Complaint filed.
 August 17 to September 5, 1903. Answers filed.
 November 14, 1908. Hearing.
1661. *Latham Brothers v. Atchison, Topeka & Santa Fe Railway Company.*
 Violation of sections 1, 2, and 3 in rate on wool in the grease from Lake Valley, N. Mex., to Chicago, Ill.
 July 27, 1908. Complaint filed.
 September 12, 1908. Answer filed.
 November 23, 1908. Hearing.
1662. *Carstens Packing Company v. Butte, Anaconda & Pacific Railway Company and others.*
 Violation of sections 1, 2, 3, and 6 by overcharge of \$10 per car on 2 carloads of cattle shipped from Anaconda, Mont., to Tacoma, Wash.
 July 28, 1908. Complaint filed.
 August 17 to 19, 1908. Answers filed.
1663. *Lindsay Brothers v. Michigan Central Railroad Company and others.*
 Violation of section 1 in rates on boilers from Kalamazoo, Mich., to New Glarus, South Wayne, Monticello, and Monroe, Wis., as compared with the sum of the locals on Chicago.
 July 28, 1908. Complaint filed.
 August 24 to September 14, 1903. Answers filed.
 November 23, 1908. Hearing.
1664. *Newark Machine Company v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company and others.*
 Violation of sections 1, 2, and 3 by unjust minimum carload weight on clover hullers for export from Newark, Ohio, as compared with minimum carload weight on domestic shipments.
 July 29, 1908. Complaint filed.
 September 29, 1908. Answer filed.
1665. *Railroad Commission of Nevada v. Southern Pacific Company and others.*
 Violation of sections 1, 2, 3, and 4 in freight rates to Reno, Winnemucca, Elko, and various other points in Nevada from Ogden, Utah, and points east thereof as compared with rates to Sacramento, Cal.
 July 30, 1908. Complaint filed.
 August 30, 1908. Answer filed.
1666. *Board of Railroad Commissioners of Iowa v. Illinois Central Railroad Company and others.*
 Violation of section 1 in passenger rates over bridge between Dubuque, Iowa, and East Dubuque, Ill.
 August 1, 1908. Complaint filed.
 August 19 to 28, 1908. Answers filed.
1667. *Lindsay Brothers v. Grand Rapids & Indiana Railway Company and others.*
 Violation of section 1 in rates on boilers from Kalamazoo, Mich., to Woodford and Argyle, Wis., as compared with the sum of the locals to Chicago.
 August 1, 1908. Complaint filed.
 August 19, 1908. Answers filed.
 October 30, 1908. Hearing.
 November 11, 1908. Brief filed.
 November 13, 1908. Order entered making additional party defendant.
1668. *Carstens Packing Company v. Oregon Short Line Railroad Company and others.*
 Violation of section 1 by overcharge on shipment of cattle from Nampa, Idaho, and Ontario, Oreg., to Tacoma, Wash., by reason of improper routing.
 August 4, 1908. Complaint filed.
 August 24 to 27, 1908. Answers filed.
 August 31, 1908. Amended complaint filed.
 September 26 to October 3, 1908. Answers to amended complaint filed.
1669. *Cedar Hill Coal & Coke Company v. Colorado & Southern Railway Company and other.*
 Violation of section 1 in rate and reconsignment charge on coal from Rugby, Colo., to Iuka, Kans., and reconsigned to Preston, Kans.
 August 4, 1908. Complaint filed.
 August 25 to September 5, 1908. Answers filed.

1670. Shreveport Traffic Association *v.* Houston & Shreveport Railroad Company and others.
Violation of sections 1, 2, and 3 by unreasonable advance in rate on minimum shipments from Shreveport, La., to points on lines of defendants in Texas as compared with rate in effect from Houston, Tex., to same points.
August 4, 1908. Complaint filed.
August 27, 1908. Answer filed.
October 12, 1908. Hearing.
November 13, 1908. Order of dismissal entered.
1671. A. P. Morgan Grain Company and others *v.* Atlantic Coast Line Railroad Company and others.
Violation of sections 1, 2, and 3 by unreasonable advance in rates on Classes B, C, D, and F, grain and grain products, hay and packing-house products, from Ohio and Mississippi river crossings, Nashville, Tenn., and points related thereto, to southeastern points of destination in Georgia, South Carolina, Florida, and Alabama.
August 4, 1908. Complaint filed.
August 22, 1908. Answer filed.
September 21 to October 2, 1908. Hearing.
November 18, 1908. Brief filed.
1672. L. B. Meneffe Lumber Company (Incorporated) *v.* Texas & Pacific Railway Company and others.
Violation of sections 1, 2, and 3 in rate on lumber from Lake Charles, La., to El Paso, Tex.
August 6, 1908. Complaint filed.
August 27 to September 5, 1908. Answers filed.
October 14, 1908. Hearing.
October 16 to 27, 1908. Briefs filed.
1673. Hartville Celery Growers' Association *v.* Pacific Express Company.
Violation of sections 1, 2, and 3 in rate on celery from Hartville, Ohio, to Pittsburg, Pa.
August 6, 1908. Complaint filed.
August 25, 1908. Answers filed.
September 18, 1908. Hearing.
October 24 to November 7, 1908. Briefs filed.
1674. Indianapolis Freight Bureau *v.* Pennsylvania Railroad Company and others.
Violation of sections 1 and 2 by unjust and unreasonable increase in rate on coffee and sugar in carload lots from New York to Chicago and Indianapolis.
August 8, 1908. Complaint filed.
August 24 to October 21, 1908. Answers filed.
November 27, 1908. Hearing.
1675. Railroad Commission of Texas *v.* Atchison, Topeka & Santa Fe Railway Company and others.
Violation of sections 1, 2, and 3 by reason of unjust and unreasonable advance in rates from St. Louis, Kansas City, seaboard territory, New Mexico, New Orleans, and points adjacent thereto, to Texas and southwestern territory.
August 10, 1908. Complaint filed.
August 19 to September 29, 1908. Answers filed.
September 15 to November 17, 1908. Intervening petitions filed.
September 28 to October 1, 1908. Hearing.
November 17-21 and 23-24, 1908. Hearing.
1676. Frick-Reid Supply Company *v.* Missouri, Kansas & Texas Railway Company and others.
Violation of section 1 in rate on oil-well machinery from Van Buren, Ind., to Bartlesville, Okla.
August 11, 1908. Complaint filed.
1677. Foster Lumber Company *v.* Atchison, Topeka & Santa Fe Railway Company and others.
Violation of section 1 in rate on lumber from Fostoria, Tex., to Melrose, N. Mex.
August 11, 1908. Complaint filed.
September 4 to 12, 1908. Answers filed.
October 28, 1908. Hearing.
November 4, 1908. Hearing.

1678. *John A. Wilson v. Chicago, Milwaukee & St. Paul Railway Company and others.*
 Violation of section 1 in overcharge on carload of flour shipped from Kansas City, Mo., to Howard, Wis., by reason of improper routing.
 August 13, 1908. Complaint filed.
 August 27 to 29, 1908. Answers filed.
 October 16, 1908. Hearing.
 November 14, 1908. Report and order filed.
1679. *M. R. Grant v. Gulf & Ship Island Railroad Company and others.*
 Violation of section 1 in rate on lumber from Collins, Miss., to Chicago Heights, Ill.
 August 13, 1908. Complaint filed.
 September 5, 1908. Answer filed.
1680. *Ames-Brooks Company v. Rutland Railroad Company and others.*
 Violation of section 1 in elevation charge at Ogdensburg, N. Y., on grain shipped from Duluth, Minn., to Boston, Mass., for export.
 August 13, 1908. Complaint filed.
 September 9 to October 3, 1908. Answers filed.
1681. *M. O. Coggins & Company v. St. Louis, Iron Mountain & Southern Railway Company.*
 Violation of sections 1, 2, and 3 by failure of defendant to supply cars within a reasonable time, after request, for numerous shipments from Cabin Creek, Ark., to New York, Pittsburg, Buffalo, Philadelphia, Boston, and Scranton, and overcharges on same by reason of improper routing.
 August 14, 1908. Complaint filed.
 October 23, 1908. Answer filed.
 November 9, 1908. Hearing.
1682. *J. W. Katzmaier v. Atchison, Topeka & Santa Fe Railway Company and others.*
 Violation of sections 1, 2, and 3 by reason of defendant assessing freight charges on carload of coal shipped from Williams, Ind. T., to Kansas City, Mo., on marked capacity of car instead of actual weight.
 August 14, 1908. Complaint filed.
 September 8 to 23, 1908. Answers filed.
 October 14, 1908. Hearing.
 November 10, 1908. Report and order filed.
1683. *Railroad Commission of Alabama v. Louisville & Nashville Railroad Company and others.*
 Violation of sections 1, 2, and 3 by unreasonable advance in rates on Classes B, C, D, and F, grain and grain products, hay, and packing-house products, from Ohio and Mississippi River crossings, Nashville, Tenn., and points related thereto, to southeastern points of destination in Georgia, South Carolina, Florida, and Alabama.
 August 17, 1908. Complaint filed.
 September 2, 1908. Answer filed.
 September 21 to October 2, 1908. Hearing.
 November 18, 1908. Brief filed.
1684. *Stock Yards Cotton and Linseed Meal Company v. St. Louis Southwestern Railway Company and others.*
 Violation of section 1 in rate on cotton-seed cake from Shreveport, La., to Leon, Kans.
 August 17, 1908. Complaint filed.
 September 8, 1908. Answer filed.
 October 14, 1908. Hearing.
 November 10, 1908. Report and order filed.
1685. *Cedar Hill Coal and Coke Company v. Denver & Rio Grande Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rate on coal from Gordon mine, Colorado to Sioux City, Iowa.
 August 18, 1908. Complaint filed.
 August 29 to September 8, 1908. Answers filed.
1686. *Mose Smith & Company v. Missouri & North Arkansas Railroad Company and others.*
 Violation of section 1 in rate on eggs from Leslie, Ark., to Chicago, Ill.
 August 18, 1908. Complaint filed.
 August 26, 1908. Answer filed.

1687. *Shreveport Traffic Association v. Vicksburg, Shreveport & Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 by unreasonable and unjust class and commodity rates from Shreveport, La., to Magnolia, Ark.
 August 18, 1908. Complaint filed.
 September 9 to October 10, 1908. Answers filed.
 September 14, 1908. Intervening petition filed.
 October 12, 1908. Hearing.
 November 10, 1908. Order of dismissal entered.
1688. *Bayou City Rice Mills v. Houston & Texas Central Railroad Company and others.*
 Violation of section 1 in rate on rice from Houston, Tex., to Portland, Oreg.
 • August 18, 1908. Complaint filed.
 September 1 to 15, 1908. Answers filed.
 October 14, 1908. Hearing.
1689. *Hutchinson-McCandlish Coal Company v. Baltimore & Ohio Railroad Company and others.*
 Violation of section 1 in unjust and unreasonable demurrage charges on 121 cars of coal at St. George, Staten Island, N. Y., caused by lack of facilities of defendants for loading on boats at their piers.
 August 19, 1908. Complaint filed.
 September 4, 1908. Answer filed.
 November 27, 1908. Hearing.
1690. *Beekman Lumber Company v. St. Louis Southwestern Railway Company.*
 Violation of section 1 by unjust reconsignment charge on lumber shipped from Thornton, Ark., to East St. Louis, Ill., and switched to Granite City, Ill.
 August 19, 1908. Complaint filed.
 August 29, 1908. Answer filed.
 October 14, 1908. Hearing.
 November 10, 1908. Report and order filed.
1691. *Beekman Lumber Company v. St. Louis Southwestern Railway Company and others.*
 Violation of section 1 by unjust reconsignment charge and demurrage charge on lumber shipped from Atlanta, La., to East St. Louis, Ill.
 August 19, 1908. Complaint filed.
 September 1 to 19, 1908. Answers filed.
 October 14, 1908. Hearing.
 November 10, 1908. Report and order filed.
1692. *F. Wilbert & Brother and others v. Pennsylvania Railroad Company.*
 Violation of sections 1, 2, and 3 by unjust storage charges on carloads of fruit and produce retained more than forty-eight hours on its tracks in its produce yard at Pittsburg, Pa., in addition to the usual car service and demurrage charges.
 August 19, 1908. Complaint filed.
 September 11, 1908. Answer filed.
 October 23, 1908. Intervening petition filed.
 November 9, 1908. Hearing.
1693. *H. W. Joynes v. Pennsylvania Railroad Company.*
 Violation of sections 1, 2, and 3 by unjust storage charges on carloads of fruit and produce retained more than forty-eight hours on its tracks in its produce yard at Pittsburg, Pa., in addition to the usual car service and demurrage charges.
 August 19, 1908. Complaint filed.
 September 11, 1908. Answer filed.
1694. *Hayden & Westcott Lumber Company v. Central of Georgia Railway Company and others.*
 Violation of section 1 in rate on lumber from Dotham, Ala., to Pitcairn, Pa.
 August 20, 1908. Complaint filed.
 September 12 to 15, 1908. Answers filed.
 October 31, 1908. Hearing.
1695. *Green Bay Business Men's Association v. Baltimore & Ohio Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates from and to Green Bay, Wis., and to and from points in Official Classification territory, as com-

pared with rates from and to Chicago, Milwaukee, and points in Michigan known as "100 per cent points" to and from Official Classification territory.

August 23, 1908. Complaint filed.

August 29 to October 20, 1908. Answers filed.

October 12, 1908. Hearing.

November 17, 1908. Brief filed.

1696. *Nacogdoches & Southeastern Railroad Company v. Houston, East and West Texas Railway Company and others.*

Violation of sections 2 and 3 by refusal of defendants to allow complainant divisions of through rates on lumber from points on line of complainant to various points of destination, while according such divisions of through rates to other originating carriers.

August 23, 1908. Complaint filed.

September 10, 1908. Answers filed.

October 12, 1908. Hearing.

November 10, 1908. Order of dismissal entered.

1697. *Penrod Walnut and Veneer Company v. St. Louis & San Francisco Railroad Company.*

Violation of sections 1, 2, and 3 in rate on cottonwood logs from Verdigris, Okla., to Kansas City, Mo.

August 24, 1908. Complaint filed.

1698. *W. S. Duncan & Co. and others v. Nashville, Chattanooga & St. Louis Railway and others.*

Violation of sections 1, 2, and 3 by refusal of defendants to allow complainants at Atlanta, Macon, Columbus, and other Georgia and southeastern points the rebilling privilege on grain originating at and beyond Ohio and Mississippi River crossings, while granting such privilege at Nashville, Tenn.

August 24, 1908. Complaint filed.

September 9 to October 15, 1908. Answers filed.

September 26, 1908. Intervening petition filed.

1699. *United States of America v. Denver & Rio Grande Railroad Company.*

Violation of sections 1, 2, and 3 by unjust demurrage charges on shipments of cement in earloads from points outside the State of Utah to Diamond Switch, Utah.

August 24, 1908. Complaint filed.

October 9, 1908. Answer filed.

1700. *Dayton Chamber of Commerce v. Chicago, Milwaukee & St. Paul Railway Company and others.*

Violation of section 1 in rate on nonedible grease from Austin, Minn., to Dayton, Ohio.

August 25, 1908. Complaint filed.

September 21, 1908. Answer filed.

1701. *Cedar Hill Coal and Coke Company v. Colorado & Southern Railway Company and others.*

Violation of section 1 by unjust and unreasonable reconsignment charge on coal shipped from Greenville Mine, Colo., to various points of destination.

August 25, 1908. Complaint filed.

September 15, 1908. Answer filed.

November 13, 1908. Hearing.

1702. *Cedar Hill Coal and Coke Company and others v. Colorado & Southern Railway Company and others.*

Violation of sections 1, 2, and 3 by refusal of defendants to establish through routes and joint rates from mines of complainants in Walsenburg district of Colorado to points in Texas and New Mexico.

August 25, 1908. Complaint filed.

September 14 to 18, 1908. Answers filed.

1703. *Duluth Log Company v. Minnesota & International Railway Company and others.*

Violation of section 1 by overcharge on shipment of coal from Laporte, Minn., to Louisville, Ky., by reason of improper routing.

August 25, 1908. Complaint filed.

September 14 to 21, 1908. Answers filed.

November 17, 1908. Hearing.

1704. Associated Jobbers of Los Angeles *v.* Atchison, Topeka & Santa Fe Railway Company and others.
Violation of sections 1, 2, and 3 by unjust discrimination in the matter of terminal or switching charge at Los Angeles, Cal.
August 25, 1908. Complaint filed.
September 16 to October 15, 1908. Answers filed.
1705. Beekman Lumber Company *v.* St. Louis, Iron Mountain & Southern Railway Company and others.
Violation of section 1 in rate on rough tent pegs from Gleason, Ark., to Dallas, Tex.
August 26, 1908. Complaint filed.
September 18 to 25, 1908. Answers filed.
1706. United States of America *v.* New York, Chicago & St. Louis Railroad Company and others.
Violation of section 1 in passenger rate from Cleveland, Ohio, to New York, N. Y., as compared with the sum of the locals on Buffalo.
August 27, 1908. Complaint filed.
September 21 to October 14, 1908. Answers filed.
1707. MacGillis & Gibbs Company *v.* Chicago, Rock Island & Pacific Railway Company.
Violation of section 1 in rate on cedar posts from Chicago, Ill., to Brady, Tex.
August 27, 1908. Complaint filed.
September 19 to November 13, 1908. Answers filed.
November 16, 1908. Order of discontinuance entered.
1708. Shippers and Receivers' Bureau of Newark, N. J., *v.* New York, Ontario & Western Railway Company.
Violation of section 1 in rate on stone in carloads from East Branch, N. Y., to Weehawken, N. J.
August 27, 1908. Complaint filed.
September 22, 1908. Answer filed.
November 11, 1908. Hearing.
November 24, 1908. Brief filed.
1709. Greater Des Moines Committee (Incorporated) *v.* Chicago Great Western Railway Company and others.
Violation of sections 1, 2, and 3 in class and commodity rates from Des Moines, Iowa, to St. Joseph, Mo.
August 29, 1908. Complaint filed.
September 28, 1908. Answer filed.
1710. Stock Yards Cotton and Linseed Mill Company *v.* Chicago, Milwaukee & St. Paul Railway Company and others.
Violation of section 1 in rate on oil meal from Minneapolis, Minn., to Kansas City, Mo., reshipped to Milo, Mo.
August 29, 1908. Complaint filed.
September 21 to 25, 1908. Answers filed.
1711. Hayden & Westcott Lumber Company *v.* Gulf & Ship Island Railroad Company and others.
Violation of section 1 in rate on lumber from Mendenhall, Miss., to Chicago, Ill.
August 29, 1908. Complaint filed.
September 22, 1908. Answer filed.
October 2, 1908. Hearing.
October 15, 1908. Brief filed.
November 10, 1908. Report and order filed.
1712. Hayden & Westcott Lumber Company *v.* Gulf & Ship Island Railroad Company and others.
Violation of section 1 in rate on lumber from Goss, Miss., to Chicago, Ill.
August 29, 1908. Complaint filed.
September 22, 1908. Answer filed.
October 2, 1908. Hearing.
October 15, 1908. Brief filed.
November 10, 1908. Report and order filed.
1713. Hayden & Westcott Lumber Company *v.* Gulf & Ship Island Railroad Company and others.
Violation of section 1 in rate on lumber from Mendenhall, Miss., to Chicago, Ill.
August 29, 1908. Complaint filed.

September 22, 1908. Answer filed.

October 2, 1908. Hearing.

October 15, 1908. Brief filed.

October 24, 1908. Report and order filed.

1714. *Racine-Sattley Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*

Violation of section 1 in overcharge on shipment of wagons from Racine, Wis., to Abilene, Tex., by reason of defendant furnishing two small cars instead of one large car as requested.

September 1, 1908. Complaint filed.

September 21 to November 19, 1908. Answers filed.

1715. *Lindsay Brothers v. Grand Rapids & Indiana Railway Company and others.*

Violation of section 1 in rate on boilers and boiler parts from Kalamazoo, Mich., to Mount Horeb and Blue Mounds, Wis., in so far as it exceeded the sum of the locals on Chicago.

September 1, 1908. Complaint filed.

September 28 to November 27, 1908. Answers filed.

November 23, 1908. Hearing.

1716. *Michigan Buggy Company v. Grand Rapids & Indiana Railway Company and others.*

Violation of section 1 in rate on vehicles from Kalamazoo, Mich., to St. Paul, Minn., in so far as it exceeded the sum of the locals on Chicago.

September 1, 1908. Complaint filed.

September 18 to November 2, 1908. Answers filed.

November 25, 1908. Hearing.

1717. *Crescent Lumber Company v. Southern Railway Company and others.*

Violation of section 1 in rate on lumber from Kennedy, Ala., to Detroit, Mich.

September 2, 1908. Complaint filed.

September 21, 1908. Answers filed.

1718. *Winfield F. Cozart v. Southern Railway Company.*

Violation of sections 2 and 3 by discriminating against colored passengers in transportation facilities.

September 2, 1908. Complaint filed.

October 5, 1908. Answer filed.

1719. *Pillsbury-Washburn Flour Mills Company (Limited), and Receivers thereof, v. Great Northern Railway Company.*

Violation of sections 1, 2, and 3 in rate on flour from Anoka, Minn., to Minneapolis, St. Paul, and Minnesota Transfer, Minn., when destined for points beyond.

September 4, 1908. Complaint filed.

September 26, 1908. Answer filed.

1720. *Contact Process Company v. New York, Chicago & St. Louis Railroad Company and others.*

Violation of sections 1, 2, and 3 in rate on sulphuric acid from Buffalo, N. Y., to Tulsa, Okla., in so far as it exceeded the sum of the locals on East St. Louis and Kansas City.

September 4, 1908. Complaint filed.

September 25 to November 11, 1908. Answers filed.

1721. *Goff-Kirby Coal Company v. Bessemer & Lake Erie Railroad Company.*

Violation of section 1 in rates on cannel coal from mines near Annandale, Butler County, Pa., to various points in Central Freight Association and Trunk Line territory.

September 4, 1908. Complaint filed.

September 30, 1908. Answer filed.

1722. *Midland Mill and Elevator Company v. Kansas Southwestern Railway Company and others.*

Violation of sections 2 and 3 by refusal of defendants to establish through routes and joint rates on grain and grain products from points on line of Kansas Southwestern Railway Company to points on the Midland Valley Railroad, Kansas City Southern Railway, Missouri, Kansas & Texas Railway, and the Missouri, Kansas & Texas Railway Company of Texas.

- September 5, 1908. Complaint filed.
 September 21 to October 15, 1908. Answers filed.
 October 26, 1908. Hearing.
 November 27, 1908. Brief filed.
1723. Bayou City Rice Mills and others *v.* Texas & New Orleans Railroad Company and others.
 Violation of sections 2 and 3 by discrimination in rates, stoppage in transit, and reconsignment privileges on rice from Texas and Louisiana points to Houston as compared with rates and privileges from same points to points just outside the city of Houston.
 September 8, 1908. Complaint filed.
 September 25 to 29, 1908. Answers filed.
 October 14, 1908. Hearing.
1724. Carstens Packing Company *v.* Chicago, Milwaukee & St. Paul Railway Company and others.
 Violation of sections 1, 2, and 3 in rates on cooperage, set up, from Milwaukee, Wis., to Tacoma, Wash., by reason of improper classification.
 September 8, 1908. Complaint filed.
 September 21 to 28, 1908. Answers filed.
1725. Merchants' Freight Bureau of Little Rock, Ark., *v.* St. Louis, Iron Mountain & Southern Railway Company and others.
 Violation of sections 1, 2, and 3 by proposed increase in class and commodity rates from Mississippi River crossings, St. Louis, East St. Louis, Cairo, Thebes, Memphis, New Orleans, and other points to Little Rock, Ark.
 September 9, 1908. Complaint filed.
 September 28, 1908. Answer filed.
 September 28, 1908. Hearing.
1726. Woodward & Dickerson *v.* Louisville & Nashville Railroad Company and others.
 Violation of sections 1, 2, and 3 in rate on crude phosphate rock from St. Blaise, Tenn., to Riddlesburg, Pa., by reason of improper routing.
 September 8, 1908. Complaint filed.
 September 22 to October 8, 1908. Answers filed.
 October 10, 1908. Amended petition filed.
 October 16, 1908. Hearing.
 November 6 to 23, 1908. Briefs filed.
1727. Railroad Commission of Georgia *v.* Atlantic Coast Line Railroad Company and others.
 Violation of sections 1, 2, and 3 by unreasonable advance in rates on Classes B, C, D, and F, grain and grain products, hay, and packing-house products, from Ohio and Mississippi River crossings, Nashville, Tenn., and points related thereto, to southeastern points of destination in Georgia, South Carolina, Florida, and Alabama.
 September 12, 1908. Complaint filed.
 October 8, 1908. Answer filed.
 September 21 to October 2, 1908. Hearing.
 November 18, 1908. Brief filed.
1728. Association of Union-Made Garment Manufacturers of America *v.* Chicago & Northwestern Railway Company and others.
 Violation of sections 1, 2, and 3 in rates and classification on cotton garments as compared with rates and classification on cotton goods in the piece and woolen garments and goods.
 September 15, 1908. Complaint filed.
 September 30 to November 5, 1908. Answers filed.
1729. Enterprise Coal Company *v.* Missouri Pacific Railway Company and others.
 Violation of sections 1, 2, and 3 in rate on anthracite coal from Spadra, Ark., to Johnson City, Tenn., Raleigh and Asheville, N. C., Greenville and Columbia, S. C., as compared with rate from coal fields of Pennsylvania to same destinations.
 September 15, 1908. Complaint filed.
 October 21, 1908. Answers filed.

1730. *Griffen H. Deeves Lumber Company v. St. Louis, Iron Mountain & Southern Railway Company.*
Violation of sections 1, 2, and 3 in rate and minimum weight on lumber from Poplar Bluff, Mo., to Roodhouse, Ill.
September 15, 1908. Complaint filed.
September 25, 1908. Answer filed.
1731. *A. M. Blodgett v. St. Louis & San Francisco Railroad Company.*
Violation of sections 1, 2, and 3 in rate on iron receiving tank from Kansas City, Mo., to Meridian, Miss.
September 17, 1908. Complaint filed.
November 10, 1908. Order of dismissal entered.
1732. *Penrod Walnut and Veneer Company v. Chicago, Burlington & Quincy Railroad Company and others.*
Violation of sections 1, 2, and 3 in unjust classification of walnut veneer in Western Classification as compared with classification of oak and poplar veneer.
September 19, 1908. Complaint filed.
October 17 to November 19, 1908. Answers filed.
1733. *M. C. Kiser Company and others v. Central of Georgia Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on boots and shoes from eastern ports to Atlanta, Ga.
September 19, 1908. Complaint filed.
October 10, 1908. Answer filed.
1734. *A. A. Cooper & Son v. Chicago, Burlington & Quincy Railroad Company.*
Violation of sections 1 and 2 in rates on corn from Humboldt and Pawnee, Nebr., to Atwood and St. Francis, Kans.
September 21, 1908. Complaint filed.
October 17, 1908. Answer filed.
1735. *Sligo Iron Store Company v. Atchison, Topeka & Santa Fe Railway Company.*
Violation of section 1 in rate on blacksmith's coal from Pittsburg, Kans., to Portales, N. Mex.
September 21, 1908. Complaint filed.
October 16, 1908. Answer filed.
1736. *M. R. Grant v. Alabama Great Southern Railroad Company and others.*
Violation of section 1 in rates on lumber from Meridian and Russell, Miss., to Terre Haute, Ind., St. Louis, Mo., and Kenosha, Wis.
September 21, 1908. Complaint filed.
October 8 to 24, 1908. Answers filed.
1737. *M. R. Grant v. New Orleans & Northeastern Railroad Company and others.*
Violation of section 1 in rates on yellow pine lumber from points in Mississippi to points north of the Ohio River.
September 21, 1908. Complaint filed.
October 12 to 23, 1908. Answers filed.
1738. *Prime Lumber Company v. Alabama & Vicksburg Railway Company and others.*
Violation of section 1 in rates on yellow pine lumber from points in Mississippi to points north of the Ohio River.
September 21, 1908. Complaint filed.
October 17 to November 16, 1908. Answers filed.
1739. *Prime Lumber Company v. Mobile & Ohio Railroad Company and others.*
Violation of section 1 in rates on yellow pine lumber from points in Mississippi to points north of the Ohio River.
September 21, 1908. Complaint filed.
October 17 to November 27, 1908. Answers filed.
1740. *M. R. Grant v. Alabama & Vicksburg Railway Company and others.*
Violation of section 1 in rates on yellow-pine lumber from points in Mississippi to points north of the Ohio River.
September 21, 1908. Complaint filed.
October 8 to November 20, 1908. Answers filed.
1741. *Prime Lumber Company v. Mobile, Jackson & Kansas City Railroad Company and others.*
Violation of section 1 in rates on yellow-pine lumber from points in Mississippi to points north of the Ohio River.
September 21, 1908. Complaint filed.
October 12 to 26, 1908. Answers filed.

1742. Prime Lumber Company *v.* Alabama Great Southern Railroad Company and others.
Violation of section 1 in rates on yellow-pine lumber from points in Mississippi to points north of the Ohio River.
September 21, 1908. Complaint filed.
October 8 to 27, 1908. Answers filed.
1743. Missouri Brokerage and Commission Company *v.* Missouri, Kansas & Texas Railway Company.
Violation of section 1 in rate on hay from Helper, Kans., to St. Louis, Mo., and reconsigned to points in territory east of the Mississippi River and south of the Ohio River.
September 27, 1908. Complaint filed.
October 17, 1908. Answer filed.
1744. Wisconsin Pearl Button Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company and others.
Violation of section 1 in rate on clam shells from Mendota, Minn., to La Crosse, Wis.
September 22, 1908. Complaint filed.
October 12, 1908. Answer filed.
1745. Barton, Reisinger, Davis Company *v.* St. Louis, Iron Mountain & Southern Railway Company.
Violation of sections 1, 2, and 3 in rate on baled cotton from Vincent, Ark., to Memphis, Tenn.
September 22, 1908. Complaint filed.
October 12, 1908. Answer filed.
1746. Penrod Walnut and Veneer Company *v.* Chicago, Burlington & Quincy Railroad Company and others.
Violation of sections 1, 2, and 3 in classification of walnut lumber in Western Freight Association territory, as compared with classification of oak, hickory, and other domestic woods.
September 22, 1908. Complaint filed.
October 14 to November 23, 1908. Answers filed.
1747. In the Matter of Jurisdiction over Water Carriers.
September 22, 1908. Order of Commission entered.
October 16 to 19, 1908. Briefs filed.
October 16, 1908. Hearing.
1748. Crescent Lumber Company *v.* Alabama & Vicksburg Railway Company and others.
Violation of section 1 in rate on yellow-pine lumber from Hickory, Miss., to Ashland, Ohio.
September 22, 1908. Complaint filed.
October 12 to 14, 1908. Answers filed.
1749. C. W. Cochran Lumber Company *v.* Mobile, Jackson & Kansas City Railroad Company and others.
Violation of section 1 in rate on yellow-pine lumber from Philadelphia, Miss., to Chicago, Ill.
September 23, 1908. Complaint filed.
October 12 to 26, 1908. Answers filed.
1750. Carstens Packing Company *v.* Chicago, Milwaukee & St. Paul Railway Company and others.
Violation of section 1 in charge on shipment of tin cans from St. Louis, Mo., to Tacoma, Wash., loaded in refrigerator car owned by complainant and on which freight was also charged.
September 23, 1908. Complaint filed.
October 12 to 24, 1908. Answers filed.
1751. Swift & Company *v.* Texas & Pacific Railway Company and others.
Violation of section 1 in rate on fresh meat from North Fort Worth, Tex., to Rocky Mount, N. C.
September 24, 1908. Complaint filed.
October 13, 1908. Answer filed.
1752. Lincoln-Springfield Coal Company *v.* Chicago, Milwaukee & St. Paul Railway Company and others.
Violation of sections 1 and 4 in rate on soft coal from Lincoln, Ill., to Webb, Iowa.
September 25, 1908. Complaint filed.
October 17 to November 5, 1908. Answers filed.

1753. *Northern Coal and Coke Company v. Colorado & Southern Railway Company and others.*
 Violation of sections 1 and 3 in refusal of defendants to establish through routes and joint rates on coal from Louisville, Colo., to points on line of the Chicago, Rock Island & Pacific Railway Company while according such through routes and joint rates to competitors of complainant at Roswell, Colo.
 September 25, 1908. Complaint filed.
 October 13 to November 23, 1908. Answers filed.
 October 19, 1908. Intervening petition filed.
1754. *Duluth Log Company v. Minnesota & International Railway Company and others.*
 Violation of section 1 in rate on coal from Laporte, Minn., to Lebanon, Mo.
 September 26, 1908. Complaint filed.
 October 22 to November 11, 1908. Answers filed.
1755. *Grand Junction Mining and Fuel Company and others v. Colorado Midland Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on coal from mines of complainants in western Colorado to points in Utah, Nevada, and California.
 September 28, 1908. Complaint filed.
 October 9, 1908. Amended petition filed.
 October 16 to November 4, 1908. Answers filed.
1756. *Cedar Hill Coal and Coke Company and others v. Colorado & Southern Railway Company and others.*
 Violation of sections 1, 2, and 3 in refusal of defendants to establish through routes and joint rates on coal from mines in Walsenburg field of Colorado to points on lines of defendants in Kansas, Oklahoma, Texas, and New Mexico.
 September 28, 1908. Complaint filed.
 October 16 to 23, 1908. Answers filed.
 November 27, 1908. Deposition filed.
1757. *S. S. Quimby and others v. Maine Central Railroad Company and others.*
 Violation of section 3 by refusal of defendants to grant complainants milling in transit privilege on corn in accordance with the suggestions contained in the decision of the Commission in case No. 1293.
 September 28, 1908. Complaint filed.
 October 16 and November 13, 1908. Intervening petitions filed.
1758. *Berthold & Jennings v. Atlantic Coast Line Railroad Company and others.*
 Violation of section 1 in rate on lumber from Shellhorn, Ala., to Chicago, Ill.
 September 28, 1908. Complaint filed.
 October 12, 1908. Answer filed.
1759. *Railroad Commissioners of the State of Florida v. Seaboard Air Line Railway and others.*
 Violation of sections 1, 2, and 3 in rates on cotton from Hawthorne and Gainesville, Fla., to Savannah, Ga.
 September 30, 1908. Complaint filed.
 October 28, 1908. Answer filed.
1760. *Southern Kansas Millers' Commercial Club v. Atchison, Topeka & Santa Fe Railway Company.*
 Violation of sections 1, 2, and 3 in rates on grain and grain products from points in Oklahoma to Kansas City, Mo.
 September 30, 1908. Complaint filed.
 October 23, 1908. Answer filed.
 November 20, 1908. Intervening petition filed.
1761. *Southern Kansas Millers' Commercial Club v. Chicago, Rock Island & Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on grain and grain products from Kansas points to Little Rock and Memphis territory.
 September 30, 1908. Complaint filed.
 November 11, 1908. Answer filed.
 November 20, 1908. Intervening petition filed.
1762. *Southern Kansas Millers' Commercial Club v. Atchison, Topeka & Santa Fe Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on grain and grain products between points in Kansas and points in Oklahoma.

- September 30, 1908. Complaint filed.
October 19 to November 11, 1908. Answers filed.
November 30, 1908. Intervening petition filed.
1763. *Central Commercial Club v. Mobile, Jackson & Kansas City Railroad Company and others.*
Violation of section 1 in rate on rosin from Laurel, Miss., to Peoria, Ill.
September 30, 1908. Complaint filed.
October 16, 1908. Answer filed.
1764. *American Cresote Works (Limited) v. Illinois Central Railroad Company and others.*
Violation of section 1 in unjust demurrage charges on cars loaded by complainant at New Orleans, La., to be shipped to points in Texas, Arizona, and New Mexico.
October 1, 1908. Complaint filed.
October 21 and 22, 1908. Answers filed.
1765. *J. G. Falls & Company v. Chicago, Rock Island & Pacific Railway Company.*
Violation of section 1 in rate on uncompressed cotton linters from Malden, Mo., to Minneapolis, Minn.
October 2, 1908. Complaint filed.
November 21, 1908. Answer filed.
1766. *Lagomarcino-Grupe Company and others v. Illinois Central Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on bananas in carloads from New Orleans, La., and Mobile, Ala., to Burlington, Cedar Rapids, Davenport, Ottumwa, Des Moines, Fort Dodge, and Waterloo, Iowa.
October 2, 1908. Complaint filed.
October 14 to November 11, 1908. Answers filed.
1767. *Lindsay Brothers v. Baltimore & Ohio Southwestern Railroad Company and others.*
Violation of section 1 in rate on vehicles from Lawrenceburg, Ind., to Milwaukee, Wis.
October 2, 1908. Complaint filed.
November 13, 1908. Answer filed.
1768. *George L. Munroe & Sons v. Michigan Central Railroad Company and others.*
Violation of section 1 by unjust demurrage charge on carload of wood ashes shipped from Bay City, Mich., to Williamson Siding, Norfolk, Va.
October 2, 1908. Complaint filed.
October 22 to November 4, 1908. Answers filed.
1769. *Agar Packing Company v. Chicago Great Western Railway Company and others.*
Violation of section 1 in rate on pickled meat from Des Moines, Iowa, to Arkansas City, Kans.
October 3, 1908. Complaint filed.
October 29 to November 5, 1908. Answers filed.
1770. *Cedar Hill Coal and Coke Company and others v. Colorado & Southern Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on coal from mines in Wal-senburg district of Colorado to points on the line of the Chicago, Burlington & Quincy Railroad Company.
October 3, 1908. Complaint filed.
October 16 to 30, 1908. Answers filed.
1771. *J. Rosenbaum Grain Company v. Missouri, Kansas & Texas Railway Company and others.*
Violation of section 1 in overcharge on carload of wheat shipped from Kansas City, Kans., to Galveston, Tex., by reason of charges being assessed on a minimum weight of 60,000 pounds, whereas actual capacity of car was 55,000 pounds.
October 3, 1908. Complaint filed.
October 23, 1908. Answer filed.
1772. *L. I. Bregman & Company v. Pennsylvania Company and others.*
Violation of section 1 in rate on scrap iron from Freeport, Ill., to Wheatland, Pa.
October 3, 1908. Complaint filed.
October 23 to November 5, 1908. Answers filed.

1773. *Newton Gum Company v. Chicago, Burlington & Quincy Railroad Company and others.*
 Violation of section 1 in rate on show cases from Quincy, Ill., to San Francisco, Cal., by reason of improper classification.
 October 5, 1908. Complaint filed.
 October 28 to 30, 1908. Answers filed.
1774. *Frankel Display Fixture Company v. Chicago, Burlington & Quincy Railroad Company and others.*
 Violation of section 1 in rate on show cases from Quincy, Ill., to San Francisco, Cal., by reason of improper classification.
 October 5, 1908. Complaint filed.
 October 30 to November 5, 1908. Answers filed.
1775. *Nye-Schneider-Fowler Grain Company v. Union Pacific Railroad Company.*
 Violation of sections 1, 2, and 3 by refusal of defendant to pay elevation allowances for transferring grain at Omaha, Nebr.
 October 1, 1908. Complaint filed.
 October 1, 1908. Answer filed.
 October 1, 1908. Hearing.
 November 9, 1908. Brief filed.
1776. *Duluth & Iron Range Railroad Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company and others.*
 Violation of section 1 in overcharge on shipment of lumber from Ely, Minn., to St. Charles, Mo., by reason of improper routing.
 October 6, 1908. Complaint filed.
 October 26 to 30, 1908. Answers filed.
1777. *John A. Blankenship v. Big Sandy & Cumberland Railroad Company and others.*
 Violation of sections 1, 2, and 3 in class and commodity rates from Devon, W. Va., to Blackey, Va.
 October 8, 1908. Complaint filed.
 October 10, 1908. Intervening petition filed.
 November 16 to 18, 1908. Answers filed.
1778. *H. Gund & Company v. Chicago, Burlington & Quincy Railroad Company.*
 Violation of sections 1, 2, and 3 by refusal of defendant to pay to complainant an elevation allowance at Nebraska City, Lincoln, and Holdrege, Nebr., while paying such allowances to competitors of complainant.
 October 9, 1908. Complaint filed.
 November 6, 1908. Answer filed.
1779. *MacGillis & Gibbs Company v. Chicago, Milwaukee & St. Paul Railway Company and others.*
 Violation of sections 1, 2, 3, and 4 in rate on cedar ties from Sault Ste. Marie, Mich., to Thiensville, Wis., as compared with rate to Milwaukee and other more distant points.
 October 9, 1908. Complaint filed.
 October 31, 1908. Answer filed.
 November 14, 1908. Amended petition filed.
1780. *Grand Junction Mining and Fuel Company and others v. Colorado Midland Railway Company and others.*
 Violation of sections 1, 2, and 3 by refusal of defendants to establish through routes and joint rates on coal from mines of complainants at Cameo and South Canon, Colo., via Grand Junction to points on lines of defendants in Utah, Idaho, Montana, Oregon, Wyoming, and Washington.
 October 9, 1908. Complaint filed.
 October 27 to November 10, 1908. Answers filed.
1781. *Cedar Hill Coal and Coke Company and others v. Colorado & Southern Railway Company and others.*
 (See Docket No. 1788.)
1782. *Cedar Hill Coal and Coke Company and others v. Colorado & Southern Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates and reconsignment charges on coal from Walsenburg district of Colorado to points on line of the Missouri Pacific as compared with rates on coal from Oklahoma and other points, competitors of complainant, to same destinations.

- October 9, 1908. Complaint filed.
October 23 to November 2, 1908. Answers filed.
1783. Grand Junction Mining and Fuel Company and others *v.* Colorado Midland Railway Company and others.
Violation of sections 1, 2, and 3 by refusal of defendants to establish through route and joint rate on coal from mines of complainants to points on line of defendants west of Reno, Nev.
October 9, 1908. Complaint filed.
October 27, 1908, to November 28, 1908. Answers filed.
1784. Southern Cotton Oil Company *v.* Seaboard Air Line Railway.
Violation of section 1 in rate on cotton-seed oil from Lumberton, N. C., to Savannah, Ga.
October 9, 1908. Complaint filed.
November 3, 1908. Answer filed.
1785. Meridian & Holmquist Company *v.* Union Pacific Railroad Company.
Violation of sections 1, 2, and 3 by refusal of defendant to pay elevation allowances for transferring grain at Omaha, Nebr.
October 12, 1908. Complaint filed.
October 30, 1908. Answers filed.
1786. Iola Portland Cement Company *v.* Atchison, Topeka & Santa Fe Railway Company and others.
Violation of section 1 in rate on Portland cement from Iola, Kans., to Kansas City, Mo.
October 12, 1908. Complaint filed.
October 23 to November 6, 1908. Answers filed.
1787. Cedar Hill Coal and Coke Company and others *v.* Colorado & Southern Railway Company and others.
Violation of sections 1, 2, and 3 in rates on coal from mines in Walsenburg district of Colorado to points on line of Union Pacific Railroad Company in Nebraska.
October 12, 1908. Complaint filed.
October 26 to November 2, 1908. Answers filed.
1788. Cedar Hill Coal and Coke Company and others *v.* Colorado & Southern Railway Company and others.
Violation of sections 1, 2, and 3 by refusal of defendants to establish through routes and joint rates over lines of defendants in Walsenburg district of Colorado to points on the line of the Union Pacific Railroad Company in Kansas.
October 12, 1908. Complaint filed.
October 26 to November 19, 1908. Answers filed.
1789. De Camp Brothers and Yule Iron, Coal and Coke Company *v.* Southern Railway Company and others.
Violation of section 1 in rate on pig iron from Sheffield, Ala., to Hutchinson, Kans.
October 12, 1908. Complaint filed.
October 27 to November 21, 1908. Answers filed.
1790. Memphis Cotton Oil Company and others *v.* Illinois Central Railroad Company and others.
Violation of sections 1, 2, and 3 by unjust and unreasonable increase in rates on cotton-seed oil, cotton-seed foots, and tank bottoms from Memphis, Tenn., to Ohio River and Chicago points and territory east of the Alleghany Mountains.
October 13, 1908. Complaint filed.
October 24 to November 9, 1908. Answers filed.
1791. Swift & Company *v.* Chicago & Alton Railroad Company.
Violation of sections 1, 2, and 3 in unjust and unreasonable rule relative to icing charges on dressed poultry and dairy products from Chicago, Ill., to points east of the Indiana-Illinois state line.
October 13, 1908. Complaint filed.
November 12, 1908. Answer filed.
1792. Swift & Company *v.* Chicago & Alton Railroad Company.
Violation of section 1 in unjust regulation relative to charge for food and water for poultry shipped from Higginsville, Mo., to Chicago, Ill.
October 13, 1908. Complaint filed.
November 6, 1908. Answer filed.

1793. *Maricopa County Commercial Club v. Maricopa & Phoenix Railroad Company and others.*
 Violation of section 1 in class and commodity rates from El Paso, Tex., to Phoenix, Tempe, and Mesa, Ariz.
 October 13, 1908. Complaint filed.
 November 23, 1908. Complaint filed.
1794. *Maricopa County Commercial Club v. Santa Fe, Prescott & Phoenix Railway Company and others.*
 Violation of sections 1, 2, and 3 in class and commodity rates from Phoenix, Ariz., to Ash Fork, Jerome Junction, Bouse, Prescott, Parker, Wenden, Hillside, Congress Junction, Wickenburg, and Nada, Ariz.
 October 13, 1908. Complaint filed.
 November 27, 1908. Answer filed.
1795. *Maricopa County Commercial Club v. Phoenix & Eastern Railroad Company.*
 Violation of sections 1, 2, and 3 by refusal of defendants to establish through routes and joint rates between Tempe and Mesa, Ariz., and points in Arizona, Nevada, California, and New Mexico.
 October 13, 1908. Complaint filed.
 November 23 and 27, 1908. Answers filed.
1796. *Maricopa County Commercial Club v. Santa Fe, Prescott & Phoenix Railway Company and others.*
 Violation of sections 1, 2, and 3 in class and commodity rates from New York, Boston and common points, Pittsburg, Buffalo, and common points, Cincinnati-Detroit common points, Chicago and common points, Mississippi River and Missouri River common points to Phoenix, Ariz., and vicinity.
 October 13, 1908. Complaint filed.
 October 20 to November 27, 1908. Answers filed.
1797. *Delray Salt Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company and others.*
 Violation of sections 1, 2, and 3 by refusal of defendants to establish through route and joint rates on salt from Washburn, Wis., to stations on the Minneapolis, St. Paul & Sault Ste. Marie Railway.
 October 14, 1908. Complaint filed.
 October 30 to November 2, 1908. Answers filed.
1798. *Roper Lumber-Cedar Company v. Chicago & Northwestern Railway Company.*
 Violation of section 1 in rates on lumber from points in Michigan and Wisconsin to various points of destination.
 October 14, 1908. Complaint filed.
 November 16, 1908. Answer filed.
1799. *Roper Lumber-Cedar Company v. Chicago & Northwestern Railway Company and others.*
 Violation of section 1 in rates on lumber from points in Michigan to various points of destination.
 October 14, 1908. Complaint filed.
 November 16, 1908. Answer filed.
1800. *Roper Lumber-Cedar Company v. Chicago & Northwestern Railway Company and others.*
 Violation of section 1 in rates on lumber from points in Michigan to various points of destination.
 October 14, 1908. Complaint filed.
 November 16, 1908. Answer filed.
1801. *Roper Lumber-Cedar Company v. Chicago & Northwestern Railway Company and others.*
 Violation of section 1 in rates on lumber from points in Michigan to various points of destination.
 October 14, 1908. Complaint filed.
 November 9 to 16, 1908. Answers filed.
1802. *Roper Lumber-Cedar Company v. Chicago & Northwestern Railway Company and others.*
 Violation of section 1 in rates on lumber from points in Michigan to various points of destination.
 October 14, 1908. Complaint filed.
 November 11 to 16, 1908. Answers filed.

1803. *David Stott v. Michigan Central Railroad Company and others.*
Violation of sections 1, 2, and 3 in rate on flour from Detroit, Mich., to Portland, Me., as compared with rate on wheat from Detroit to Portland with a milling in transit privilege.
October 16, 1908. Complaint filed.
October 30, 1908. Answer filed.
1804. *M. H. Alexander v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.*
Violation of section 1 by refusal of defendant to maintain switch connection with complainant's factory.
October 17, 1908. Complaint filed.
November 2, 1908. Answer filed.
1805. *Cedar Hill Coal and Coke Company and others v. Colorado & Southern Railway Company and others.*
Violation of section 1 in rate on coal from complainants' mines in Walsenburg field of Colorado to points on Chicago, Rock Island & Gulf Railway, Chicago, Rock Island & Pacific Railway, Chicago, Rock Island & El Paso Railway, and El Paso & Southwestern Railroad.
October 19, 1908. Complaint filed.
November 6 to 9, 1908. Answers filed.
1806. *Cedar Hill Coal and Coke Company and others v. Colorado & Southern Railway Company and others.*
Violation of section 1 in rates on coal from complainants' mines in Walsenburg field of Colorado to points on the St. Louis & San Francisco Railroad and the St. Louis, San Francisco & Texas Railway.
October 19, 1908. Complaint filed.
November 3, 1908. Answer filed.
1807. *Cedar Hill Coal and Coke Company and others v. Colorado & Southern Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on coal from complainants' mines in Walsenburg field of Colorado to points on the line of the Chicago, Rock Island & Pacific Railway and the St. Joseph & Grand Island Railway.
October 19, 1908. Complaint filed.
November 6 to 9, 1908. Answers filed.
1808. *Wholesale Granite Dealers' Association v. New York, New Haven & Hartford Railroad Company and others.*
Violation of section 1 in unreasonable rule of defendants requiring each bundle piece of less than carload freight to be marked, showing name of consignee and destination as applied to shipments of granite.
October 22, 1908. Complaint filed.
November 20, 1908. Order of discontinuance entered.
1809. *E. E. Willison Company v. Central Vermont Railway Company.*
Violation of section 1 in unreasonable rule of defendants requiring each bundle piece of less than carload freight to be marked, showing name of consignee and destination as applied to shipments of granite.
October 22, 1908. Complaint filed.
November 20, 1908. Order of discontinuance entered.
1810. *Cook & Watkins v. New York, New Haven & Hartford Railroad Company and others.*
Violation of section 1 in unreasonable rule of defendants requiring each bundle piece of less than carload freight to be marked, showing name of consignee and destination as applied to shipments of granite.
October 22, 1908. Complaint filed.
November 6 to 11, 1908. Answers filed.
November 13, 1908. Order of discontinuance entered.
1811. *F. O. Hellstrom, Warden, v. Northern Pacific Railway Company.*
Violation of sections 1, 2, and 3 in rate on hemp from Pacific coast ports to Bismarck, N. Dak.
October 21, 1908. Complaint filed.
November 4, 1908. Answer filed.
1812. *Hill & Webb v. Missouri, Kansas & Texas Railway Company and others.*
Violation of sections 1 and 4 in rate on ear corn in shuck from Tupelo, Okla., to Forrest City, Ark.
October 22, 1908. Complaint filed.
November 6, 1908. Answer filed.

1813. *Northeastern Paving and Construction Company v. Boston & Maine Railroad and others.*
Violation of sections 1, 2, 3, and 4 in rates on broken stone from Salem, Mass., to Woodfords, Me.
October 22, 1908. Complaint filed.
1814. *Florence Wagon Works v. Atlantic Coast Line Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on wagons from Orangeburg, S. C., to Florence, Ala.
October 24, 1908. Complaint filed.
November 13, 1908. Answer filed.
1815. *Snook & James v. Atchison, Topeka & Santa Fe Railway Company and others.*
Violation of sections 1, 2, and 3 in rate on split-oak fence posts and by refusal of defendants to establish through routes and joint rates from Asher, Okla., to St. Vrain, N. Mex., via Amarillo, Tex.
October 24, 1906. Complaint filed.
November 30, 1908. Answer filed.
1816. *Lindsay Brothers v. Lake Shore & Michigan Southern Railway Company and others.*
Violation of section 1 in rates on boilers from Goshen, Ind., to Sheboygan and Sullivan, Wis., as compared with the sum of the locals on Milwaukee.
October 26, 1908. Complaint filed.
1817. *Albert Preston v. Chesapeake & Ohio Railway Company and others.*
Violation of section 1 in rate on chestnut ties from Vanceburg, Ky., to Baltimore, Md.
October 27, 1908. Complaint filed.
November 6 to 14, 1908. Answers filed.
1818. *Carstens Packing Company v. Southern Pacific Company.*
Violation of section 1 by reason of defendant furnishing single-deck cars instead of double-deck cars, as requested, for shipments of sheep from various points to Tacoma, Wash.
October 27, 1908. Complaint filed.
November 18, 1908. Answer filed.
1819. *Prime Lumber Company v. New Orleans & Northeastern Railroad Company and others.*
Violation of section 1 in rate on yellow-pine lumber, by reason of unjust and illegal advance of 2 cents per 100 pounds.
October 28, 1908. Complaint filed.
November 9, 1908. Answer filed.
1820. *E. L. Edwards v. Louisiana & Arkansas Railway Company and others.*
Violation of section 1 in rate on yellow-pine lumber by reason of unjust and illegal advance of 2 cents per 100 pounds.
August 23, 1907. Complaint filed.
October 30, 1908. Answer filed.
1821. *Baltimore Chamber of Commerce v. Pennsylvania Railroad Company and others.*
Violation of section 1 in unjust and unreasonable elevator regulations by so-called "scalage deductions" on shipments of grain at Baltimore, Md.
October 29, 1908. Complaint filed.
November 7 to 9, 1908. Answers filed.
November 18, 1908. Hearing.
November 27, 1908. Brief filed.
1822. *John N. Voorhees v. Atlantic Coast Line Railroad Company and others.*
Violation of section 1 in rates on lettuce, beets, and carrots from St. Andrews, S. C., to Philadelphia and New York.
October 29, 1908. Complaint filed.
November 21 to 23, 1908. Answers filed.
1823. *Jay M. Ballou v. Delaware, Lackawanna & Western Railroad Company.*
Violation of sections 1, 2, and 3 by refusal of defendant to deliver interstate carload shipments of coal on complainant's side track, while making such side-track delivery to competitors of complainant.
October 30, 1908. Complaint filed.

1824. *Herbeck-Demer Company v. Baltimore & Ohio Railroad Company and others.*
Violation of section 1 by defendants' rule relative to transportation of 150 pounds of baggage or less.
October 30, 1908. Complaint filed.
November 10, 1908. Answers filed.
1825. *James Philip v. Chicago, Milwaukee & St. Paul Railway Company.*
Violation of section 1 in rate on range cattle from Midland, Tex., to Kennebec, S. Dak.
October 30, 1908. Complaint filed.
October 30, 1908. Answer filed.
October 30, 1908. Stipulation filed.
1826. *Stone-Ordean-Wells Company v. Chicago, Burlington & Quincy Railroad Company and others.*
Violation of sections 1, 2, and 3 in rate on rice from New Orleans, La., to Billings, Mont.
November 2, 1908. Complaint filed.
November 24 and 25, 1908. Answers filed.
1827. *P. P. Williams Company v. Vicksburg, Shreveport & Pacific Railway Company and others.*
Violation of sections 1, 2 and 3 in class and commodity rates from Vicksburg, Miss., via Shreveport, La., to Dallas, Fort Worth, and various other points in Texas, as compared with rates from St. Louis, Memphis, New Orleans, and Galveston to same territory.
November 2, 1908. Complaint filed.
November 20 to 27, 1908. Answers filed.
1828. *Douglass & Company v. Chicago, Rock Island & Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 by refusal of defendants to allow complainant a milling-in-transit privilege on corn at Cedar Rapids, Iowa, while according such privilege to competitors of complainant.
November 3, 1908. Complaint filed.
November 23 to 25, 1908. Answers filed.
1829. *William A. Reddick v. Michigan Central Railroad Company.*
Violation of section 1 in unjust classification on mole traps shipped from Niles, Mich., to Chicago, Ill.
November 30, 1908. Complaint filed.
1830. *Maricopa County Commercial Club v. Southern Pacific Company and others.*
Violation of sections 1, 2, and 3 in rates to and from Phoenix, Ariz., from and to San Francisco, Oakland, Los Angeles, San Diego, and other points as compared with rates to and from Colorado common points and to Pacific coast points.
November 3, 1908. Complaint filed.
1831. *William K. Noble v. St. Louis & San Francisco Railroad Company and others.*
Violation of section 1 in rate on coiled elm coops from Prairie Grove, Ark., to Nashville, Ill.
November 4, 1908. Complaint filed.
November 27, 1908. Answer filed.
1832. *Sunnyside Coal Mining Company v. Denver & Rio Grande Railroad Company and others.*
Violation of section 1 in unjust reconsignment privilege on coal shipped from mines in Walsenburg district of Colorado to points on the line of the Chicago, Burlington & Quincy Railroad.
November 4, 1908. Complaint filed.
November 20 to 27, 1908. Answers filed.
1833. *James & Graham Wagon Company v. Mobile & Ohio Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on wagon fellies from Brooksville, Mass., to Memphis, Tenn.
November 4, 1908. Complaint filed.
1834. *Frick-Reid Supply Company v. Missouri Pacific Railway Company and others.*
Violation of section 1 in rate on wire from Pittsburg, Pa., to Tulsa, Okla.
November 6, 1908. Complaint filed.

1835. Indianapolis Freight Bureau and others *v.* Illinois Central Railroad Company and others.
 Violation of sections 1, 2, and 3 in rates on sugar and coffee from New Orleans to Indianapolis.
 November 6, 1908. Complaint filed.
 November 18, 1908. Answer filed.
 November 27, 1908. Hearing.
1836. Holley Matthews Manufacturing Company *v.* Yazoo & Mississippi Valley Railroad Company and others.
 Violation of sections 1, 2, and 3 in rate on lumber from Greenville, Miss., to Cedar Rapids, Iowa.
 November 7, 1908. Complaint filed.
 November 27, 1908. Answers filed.
1837. Hartman Furniture and Carpet Company *v.* Wisconsin Central Railway Company and others.
 Violation of section 1 in rate on stoves from Fremont, Ohio, to Minneapolis, Minn.
 November 7, 1908. Complaint filed.
 November 30, 1908. Answer filed.
1838. Davenport Commercial Club for T. W. McClelland Company *v.* Yazoo & Mississippi Valley Railroad Company and others.
 Violation of sections 1 and 4 in rates on cypress lumber from Baden, Kirkpatrick, and Tutwiler, Miss., to Davenport, Iowa.
 November 6, 1908. Complaint filed.
 November 25 to 27, 1908. Answer filed.
1839. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
 Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Coral, Pa., to Globe, Ariz., via El Paso, Tex.
 November 6, 1908. Complaint filed.
1840. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
 Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Connellsville, Eagle, Cokeville, and Clayville, Pa.; Newburg, Coffman, and Fairmont, W. Va., to Globe, Ariz.
 November 6, 1908. Complaint filed.
1841. Old Dominion Copper Mining and Smelting Company *v.* Monongahela Railroad Company and others.
 Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from East Millsboro, Pa., to Globe, Ariz.
 November 6, 1908. Complaint filed.
1842. Old Dominion Copper Mining and Smelting Company *v.* Nashville, Chattanooga & St. Louis Railway and others.
 Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Eastland, Tenn., to Globe, Ariz.
 November 6, 1908. Complaint filed.
1843. Old Dominion Copper Mining and Smelting Company *v.* Nashville, Chattanooga & St. Louis Railway and others.
 Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Eastland, Tenn., to Globe, Ariz.
 November 6, 1908. Complaint filed.
1844. Old Dominion Copper Mining and Smelting Company *v.* Louisville & Nashville Railroad Company and others.
 Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Birmingham, Ala., to Globe, Ariz.
 November 6, 1908. Complaint filed.
1845. Old Dominion Copper Mining and Smelting Company *v.* Colorado & Wyoming Railway Company and others.
 Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Segundo, Colo., to Globe, Ariz.
 November 6, 1908. Complaint filed.

1846. Old Dominion Copper Mining and Smelting Company v. Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Connellsville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1847. Old Dominion Copper Mining and Smelting Company v. Monongahela Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from East Millsboro, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1848. Old Dominion Copper Mining and Smelting Company v. Monongahela Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Grays Landing, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1849. Old Dominion Copper Mining and Smelting Company v. Pittsburg & Lake Erie Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Newell Scales, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1850. Old Dominion Copper Mining and Smelting Company v. Pittsburg & Lake Erie Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Newell Scales, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1851. Old Dominion Copper Mining and Smelting Company v. St. Louis & San Francisco Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Bessemer, Birmingham, Ensley, and Thomas, Ala., to Globe, Ariz.
November 6, 1908. Complaint filed.
1852. Old Dominion Copper Mining and Smelting Company v. Pittsburg & Lake Erie Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Newell Scales, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1853. Old Dominion Copper Mining and Smelting Company v. Louisville & Nashville Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from New Castle, Ala., to Globe, Ariz.
November 6, 1908. Complaint filed.
1854. Old Dominion Copper Mining and Smelting Company v. Monongahela Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unjust, and unreasonable minimum carload weight on shipments of coke from Monongahela, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1855. Old Dominion Copper Mining and Smelting Company v. St. Louis & San Francisco Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Thomas, Ala., to Globe, Ariz.
1856. Old Dominion Copper Mining and Smelting Company v. Atchison, Topeka & Santa Fe Railway Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Starkville, Colo., and Blossburg and Dillon, N. Mex., to Globe, Ariz.
November 6, 1908. Complaint filed.

1857. Old Dominion Copper Mining and Smelting Company *v.* Nashville, Chattanooga & St. Louis Railway and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Eastland, Tenn., to Globe, Ariz.
November 6, 1908. Complaint filed.
1858. Old Dominion Copper Mining and Smelting Company *v.* Southern Railway Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Bessemer and East Birmingham, Ala., to Globe, Ariz.
November 6, 1908. Complaint filed.
1859. Old Dominion Copper Mining and Smelting Company *v.* Alabama Great Southern Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Bessemer and East Birmingham, Ala., to Globe, Ariz.
November 6, 1908. Complaint filed.
1860. Old Dominion Copper Mining and Smelting Company *v.* Mobile & Ohio Railway Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Holt, Ala., to Globe, Ariz.
November 6, 1908. Complaint filed.
1861. Old Dominion Copper Mining and Smelting Company *v.* St. Louis & San Francisco Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Bessemer, Ensley, Pratt, and Thomas, Ala., to Globe, Ariz.
November 6, 1908. Complaint filed.
1862. Old Dominion Copper Mining and Smelting Company *v.* Fort Smith & Western Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from McCurtain, Ind. T., to Globe, Ariz.
November 6, 1908. Complaint filed.
1863. Old Dominion Copper Mining and Smelting Company *v.* St. Louis & San Francisco Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Bessemer, Ensley, and Thomas, Ala., to Globe, Ariz.
November 6, 1908. Complaint filed.
November 30, 1908. Answer filed.
1864. Old Dominion Copper Mining and Smelting Company *v.* Nashville, Chattanooga & St. Louis Railway and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Eastland, Tenn., to Globe, Ariz.
November 6, 1908. Complaint filed.
1865. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Grafton and Newburg, W. Va., and Eagle, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1866. Old Dominion Copper Mining and Smelting Company *v.* Monongahela Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Grays Landing, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1867. Old Dominion Copper Mining and Smelting Company *v.* Louisville & Nashville Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable and unjust minimum carload weight on shipments of coke from Bradford, Boyles, and New Castle, Ala., to Globe, Ariz.
November 6, 1908. Complaint filed.

1868. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Ligonier, Bradenville, and Dunbar, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
November 30, 1908. Answer filed.
1869. Old Dominion Copper Mining and Smelting Company *v.* Pittsburg & Lake Erie Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Newell Scales, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1870. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Bradenville and Martin, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1871. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Ligonier, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1872. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from New Haven, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1873. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from County Home, Allsworth, County House, Bradenville, Youngwood, Latrobe, Lockport, Martin, and Connellsville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1874. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Tarr, Latrobe, Uniontown, Dunbar, Cokeville, Connellsville, Old Colony, Crabtree, County Home, Ligonier, Republic, Jamison, Ache Junction, Coral, Lilly, Harrison, Martin, and Bourne, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1875. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Fairmont, W. Va., to Globe, Ariz.
November 6, 1908. Complaint filed.
1876. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Youngwood, Latrobe, and Tarr, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1877. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Eagle, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.

1878. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Coffman, W. Va., Eagle and Connellsville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
November 30, 1908. Answers filed.
1879. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Byron and Fairmont, W. Va., and Eagle and Connellsville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1880. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Newburg, Grafton, and Fairmont, W. Va., and Salisbury Junction, Eagle, Eagleville, and Connellsville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1881. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Newbury, Grafton, Byron, and Fairmont, W. Va., and Eagle and Eagleville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1882. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Jamison, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1883. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Connellsville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1884. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Eagle, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1885. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Eagleville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1886. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Eagleville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1887. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Eagle, Connellsville, Pa., and Fairmont, W. Va., to Globe, Ariz.
November 6, 1908. Complaint filed.
1888. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Bradenville, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.

1889. Old Dominion Copper Mining and Smelting Company *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Martin, Pa., to Globe, Ariz.
November 6, 1908. Complaint filed.
1890. Old Dominion Copper Mining and Smelting Company *v.* Baltimore & Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in excessive, unreasonable, and unjust minimum carload weight on shipments of coke from Fairmont, W. Va., to Globe, Ariz.
November 6, 1908. Complaint filed.
1891. Thatcher Manufacturing Company *v.* New York Central & Hudson River Railroad Company and others.
Violation of section 1 in rates on shipment of glass cullet, shipped from New York, N. Y., to Kane, Pa., via Buffalo, N. Y., as compared with rate via Canandaigua, N. Y.
November 9, 1908. Complaint filed.
1892. Mr. William F. Brey, as chairman of a committee of the Commercial Exchange of Philadelphia, *v.* Pennsylvania Railroad Company and others.
Violation of sections 2 and 3 in the matter of free storage on flour handled under domestic tariff at Philadelphia, as compared with storage privileges at Jersey City and New York City.
November 14, 1908. Complaint filed.
1893. Albert Trostel & Sons *v.* Minneapolis, St. Paul & Sault Ste. Marie Railway Company and others.
Violation of section 1 in rate on shipment of tan bark shipped from Trenary, Mich., to Milwaukee, Wis.
November 16, 1908. Complaint filed.
November 16, 1908. Answer filed.
November 16, 1908. Stipulation on behalf of complainant and defendants filed.
1894. MacGillis & Gibbs Company *v.* Chicago & Eastern Illinois Railroad and others.
Violation of section 1 in rate on shipment of cedar posts shipped from Gladstone, Mich., to Brady, Tex.
November 17, 1908. Complaint filed.
1895. General Electric Company *v.* Maine Steamship Company and others.
Violation of section 1 in rate on shipment of alum shipped from New York, N. Y., to Basin Mills, Me., via Portland, as compared with the sum of the locals on Portland.
November 18, 1908. Complaint filed.
1896. Red Wing Linseed Company *v.* Chicago, Milwaukee & St. Paul Railway Company.
Violation of section 1 in rate on shipment of flax shipped from Bristol, S. Dak., to Red Wing, Minn.
November 19, 1908. Complaint filed.
November 19, 1908. Answer filed.
November 19, 1908. Stipulation on behalf of complainant and defendant filed.
1897. National Lumber Company *v.* San Pedro, Los Angeles & Salt Lake Railroad Company.
Violation of sections 1, 2, and 3 by refusal of defendant to allow complainant "yarding-in-transit" rebate on lumber shipped to various points of destination in Nevada.
November 20, 1908. Complaint filed.
1898. Edward L. Kurtz *v.* The Pennsylvania Company and others.
Violation of sections 1, 2, and 3 by refusal of defendants to sell Pullman accommodations and check baggage from New Castle, Pa., to Jersey City, N. J., when local ticket is used from New Castle to Pittsburg and mileage from Pittsburg to Jersey City.
November 20, 1908. Complaint filed.
1899. Railroad Commission of Tennessee *v.* Ann Arbor Railroad Company and others.
Violation of sections 1, 2, 3, and 4 in rate on cotton in bales compressed and uncompressed from Jackson, Tenn., and interior points in west Tennessee, except Memphis, to Boston and other eastern points.

November 20, 1908. Complaint filed.

November 28 to 30. Answers filed.

1900. Otis Elevator Company *v.* New York Central & Hudson River Railroad Company and others.

Violation of section 1 by reason of improper classification of shipment of elevator controllers shipped from Yonkers, N. Y., to San Francisco, Cal.

November 24, 1908. Complaint filed.

1901. W. A. Tully Grain Company *v.* Fort Smith & Western Railroad Company and others.

Violation of section 1 in rate on carload of snap corn shipped from Okemah, Okla., to Terrell, Tex.

November 24, 1908. Complaint filed.

1902. W. A. Tully Grain Company *v.* Fort Smith & Western Railroad and others.

Violation of section 1 in rate on carload of snap corn shipped from Okemah, Okla., to Austin, Tex.

November 24, 1908. Complaint filed.

1903. General Chemical Company *v.* Norfolk & Western Railway Company and others.

Violation of section 1 in overcharge on carload of sulphide of iron shipped from Pulaski, Va., to Edgewater, N. J., by reason of Norfolk & Western Railway Company furnishing a car of greater capacity than that requested by complainant.

November 24, 1908. Complaint filed.

1904. General Chemical Company *v.* The Pennsylvania Company and others.

Violation of section 1 in rate on pyrites cinders shipped from Cleveland, Ohio, to Pulaski, Va.

November 24, 1908. Complaint filed.

1905. J. B. Place *v.* Toledo, Peoria & Western Railway Company and others.

Violation of section 1 in rate on shipment of emigrants' movables shipped from La Harpe, Ill., to Boulder, Colo.

November 24, 1908. Complaint filed.

APPENDIX D.

SAFETY APPLIANCES.

SAFETY APPLIANCES.

REPORT OF THE CHIEF INSPECTOR OF SAFETY APPLIANCES TO THE SECRETARY.

WASHINGTON, D. C., *November 13, 1908.*

SIR: The accompanying tables are so arranged that comparison of the condition of safety appliances on railway equipment during each of the past five years ending June 30 may be readily made.

The statistics are a result of inspection by employees of the Commission. The second table shows the number of defects per 1,000 cars inspected. The remaining part of the tabulation is devoted to defects in detail, and in referring to it the varying number of cars inspected in each year should be borne in mind.

The condition of safety appliances, as a whole, steadily improves, and this holds true in all details with the exception of air-brake parts. It is difficult to ascertain why the maintenance of the air brake does not keep pace with the rest of the equipment; but the most logical deduction seems to be that the railway inspectors, comprising a presumably too small body of employees, bends its efforts to the so-called penalty defects to the neglect of the brake parts.

The requirements of the statute are more nearly complied with than formerly, this being evidenced by the fact that during the year last past there were nearly 50 per cent less cases of violation of the law filed than during the previous year.

The records show a substantial decrease in the number of casualties to railway employees while engaged in coupling operations. As this saving of life and limb is directly traceable to the beneficial effects of legislative regulation, it forms the best argument for an extension of statute to cover the automatic coupling of air, steam, and signal hose. Various devices for accomplishing this automatic coupling are in use by progressive railways and have passed the experimental stage.

Most valuable safety-appliance legislation would be that which would establish and require uniformity of location and application of ladders, sill steps, hand holds, and kindred appliances. This standardizing should, by all tokens, be inflexibly established, as it is the one thing needful above all others to preserve trainmen from bodily harm. The Master Car Builders' Association through its "standard and recommended practice" recognizes this principle, and legislation to the same effect, but which could be more comprehensive, would be a recognition of the wisdom of that association in attempting to secure absolute uniformity of location of those appliances.

There is grave danger in running equipment having hand brakes which work in opposition to the power brake, and unfortunately there are many cars so equipped. Much of this equipment is owned by railway corporations, but the ownership of some of it lies in individuals and mining corporations. This condition should be remedied. Indeed, the whole subject of brakes, hand and power, needs attention, and any legislation looking to that end will be of great and lasting value in saving life, limb, and property.

The duties of the inspectors of safety appliances increase constantly in scope and amount and at times may be considered onerous, but the Commission has in its employ a well-trained force of men which, though comparatively small, has shown itself to be capable and alert.

J. W. WATSON, *Chief Inspector.*

Hon. EDWARD A. MOSELEY,
Secretary Interstate Commerce Commission.

SUMMARY.

	1908.	1907.	1906.	1905.	1904.
Freight cars inspected	237,868	242,881	271,617	252,361	208,177
Freight cars defective	15,922	19,154	30,742	57,112	65,183
Per cent defective	6.6	7.8	11.31	22.59	31.31
Defects reported	18,596	22,875	37,849	78,121	90,899
Passenger cars inspected	7,051	9,116	11,698	6,653	2,319
Passenger cars defective	347	444	136	118	42
Per cent defective	4.8	4.8	1.16	1.77	1.81
Locomotives inspected	10,873	12,733	16,308	11,880	1,904
Locomotives defective	626	987	1,329	3,379	1,017
Per cent defective	5.7	7.7	8.14	28.44	53.41

NUMBER OF DEFECTS PER 1,000 CARS INSPECTED.

Classes.	1908.	1907.	1906.	1905.	1904.
Couplers and parts	4.42	7.93	12.42	23.06	31.96
Uncoupling mechanism	10.74	19.62	32.07	95.07	169.60
Air brakes	53.15	48.23	68.97	131.22	175.79
Handholds	7.18	14.17	20.02	42.89	45.95
Ladders .....	.49	1.08	1.29	3.87	5.32
Sill steps	1.7	1.98	2.77	12.14	6.12
Height of couplers .....	.46	1.13	1.78	1.66	1.82
All classes	78.17	94.14	139.34	309.56	436.56

COMPARATIVE CLASSIFIED TABLE OF DEFECTIVE SAFETY APPLIANCES ON FREIGHT CARS AS REPORTED BY THE INSPECTORS, ETC.—Continued.

Defects.	1908.	1907.	1906.	1905.	1904.
COUPLERS AND PARTS.					
Coupler body broken	24	18	53	50	92
Coupler body worn	1	30	20	40	79
Guard arm short	1	1	1	6	17
Knuckle broken	8	25	40	78	78
Knuckle worn	11	47	132	292	186
Knuckle missing	9	8	9	27	12
Knuckle pin broken	178	420	588	1,049	567
Knuckle pin wrong	37	74	204	428	391
Knuckle pin bent	1	5	27	61	40
Knuckle pin missing	6	5	7	19	9
Lock block broken	208	259	220	552	745
Lock block worn	11	17	43	67	62
Lock block wrong	8	5	-----	37	49
Lock block bent	29	27	62	104	221
Lock block inoperative	140	170	186	319	415
Lock block missing	6	8	11	50	9
Lock-block key missing	252	634	1,164	1,902	3,486
Lock-block trigger missing	123	175	608	740	197
Total	1,053	1,928	3,375	5,821	6,655
UNCOUPLING MECHANISM.					
Uncoupling lever broken	20	65	53	107	211
Uncoupling lever wrong	55	81	187	578	386
Uncoupling lever bent	117	269	863	2,076	2,609
Uncoupling lever incorrectly applied	42	22	144	736	1,094
Uncoupling lever missing	138	402	572	2,346	1,118
Uncoupling chain broken	1,157	2,389	2,937	5,738	9,874
Uncoupling chain too long	49	132	628	3,442	5,056
Uncoupling chain too short	2	23	207	633	822
Uncoupling chain kinked	398	323	441	133	122
Uncoupling chain missing	16	10	36	364	3,164
End casting broken	8	37	124	242	342
End casting wrong	99	272	883	3,664	3,605
End casting bent	20	25	74	115	102
End casting loose	123	200	446	1,192	2,071
End casting incorrectly applied	17	30	168	377	376
End casting missing	50	68	133	302	724
Keeper broken	65	105	203	462	812
Keeper wrong	4	3	10	26	45
Keeper bent	1	3	3	17	19
Keeper loose	144	270	536	1,203	2,124
Keeper incorrectly applied	14	8	19	75	76
Keeper missing	16	27	41	154	481
Angle clip loose	-----	2	3	11	15
Angle clip missing	-----	-----	-----	-----	60
Total	2,555	4,766	8,711	23,933	35,308

^a Includes, also, uncoupling chains parted by reason of defective clevises, etc., which in tables previous to the year ending June 30, 1906, are shown separately.

COMPARATIVE CLASSIFIED TABLE OF DEFECTIVE SAFETY APPLIANCES ON FREIGHT CARS AS REPORTED BY THE INSPECTORS, ETC.—Continued.

Defects.	1908.	1907.	1906.	1905.	1904.
AIR BRAKES.					
Triple valve defective.....	2		4	9	3
Triple valve missing.....		2	5	3	3
Reservoir defective.....		3	1	4	4
Reservoir loose.....	261	129	129	359	193
Cylinder defective.....	1		1		1
Cylinder loose.....	233	179	210	366	590
Cylinder and triple valve not cleaned within 12 months.....	3,453	3,044	3,504	11,885	13,458
Cylinder and triple valve not stenciled with date of cleaning.....	249	195	428	2,100	1,865
Cut-out cock defective.....	75	94	177	178	190
Cut-out cock missing.....				1	3
Release cock defective.....	11	12	30	58	88
Release cock missing.....	34	25	137	24	50
Release rod broken.....	11	16	41	145	141
Release rod missing.....	1,363	1,355	2,101	3,836	3,793
Angle cock defective.....	206	267	447	810	693
Angle cock missing.....	45	47	87	59	112
Train pipe broken.....	17	16	44	65	110
Train pipe loose.....	689	691	1,112	1,312	1,495
Train-pipe bracket missing.....	11	16	29	19	
Cross-over pipe defective.....	116	130	193	182	257
Cross-over pipe missing.....				2	2
Hose defective.....	1	5	6	16	54
Hose missing.....	276	224	324	397	560
Hose gasket defective.....				10	115
Hose gasket missing.....				9	6
Retaining valve defective.....	39	15	69	129	184
Retaining valve missing.....	232	90	342	535	71
Retaining pipe defective.....	1,031	711	1,611	2,508	2,148
Retaining pipe missing.....	224	361	759	568	219
Brake rigging defective.....	40	36	56	120	160
Brake cut-out; not carded.....	4,010	4,028	6,852	7,355	10,028
Brake cut-out; card old.....	11	24	35	52	
No brakes of any kind.....	3				
Pump missing.....	1	1			
Total.....	12,645	11,716	18,734	33,116	36,596
HAND HOLDS.					
Hand hold broken.....	26	54	44	127	151
Hand hold bent.....	476	1,044	1,345	2,745	3,990
Hand hold loose.....	134	174	254	325	442
Hand hold incorrectly applied.....	41	67	335	269	566
Hand hold missing.....	1,033	2,103	3,461	7,359	4,417
Total.....	1,710	3,442	5,439	10,825	9,516
LADDERS.					
Ladder round broken.....	2	14	22	49	26
Ladder round bent.....	40	107	131	291	632
Ladder round loose.....	43	65	90	164	182
Ladder round missing.....	30	42	36	183	116
Ladder loose.....		1	4	8	5
Ladder incorrectly applied.....	2	36	69	284	147
Total.....	117	265	352	979	1,108
SILL STEPS.					
Sill step broken.....	6	12	13	28	32
Sill step bent.....	55	100	162	351	521
Sill step loose.....	22	20	33	113	126
Sill step incorrectly applied.....	4	2	55	13	9
Sill step missing.....	319	348	490	2,559	601
Total.....	406	482	753	3,064	1,289
HEIGHT OF COUPLERS.					
Coupler too high.....	23	54	111	91	45
Coupler too low.....	58	155	293	167	115
Carrier iron loose.....	29	67	81	161	217
Total.....	110	276	485	419	377
Grand total.....	18,596	22,875	37,849	78,217	90,899

APPENDIX E.

FIRST ANNUAL REPORT OF THE BLOCK SIGNAL AND TRAIN
CONTROL BOARD TO THE INTERSTATE COMMERCE
COMMISSION, NOVEMBER 20, 1903.

FIRST ANNUAL REPORT OF THE BLOCK SIGNAL AND TRAIN CONTROL BOARD TO THE INTERSTATE COMMERCE COMMISSION.

This board was appointed on July 10, 1907, and organized on July 12. The doings of the board during the year 1907 were made the subject of an informal report of the Commission November 21, 1907.

The duties of the board, as defined by its instructions from the Commission and the acts of Congress under which its appointment was authorized, embrace the investigation of (a) block signals, (b) automatic stops and cab signals, and (c) other devices designed to promote the safety of railroad operation. According to the terms of the law the board may investigate the "use of" and the "need for" devices which come within these definitions and may test devices and appliances which are presented to it "in completed shape * * * without cost to the Government."

The two subjects first mentioned (a and b) were investigated by the Commission before the appointment of this board, and the report on the subject made by the Commission to Congress February 23, 1907, may be looked upon as a preface or explanatory introduction to the work of this board. In that report the Commission gave a succinct account of the state of the art of block signaling in the United States at that time and recommended the enactment by Congress of legislation looking to the gradual compulsory adoption of the block system on all passenger lines, except those traversed by less than six trains each way weekly. This recommendation made by the Commission in 1907 (a repetition of recommendations made in former years) was indorsed by this board in its informal report of one year ago.

Block signals, both automatic and nonautomatic, have already been intelligently developed in this country, and the time of the board has therefore been devoted mainly to automatic stops and cab signals, which have not been so fully developed. Up to November 21, 1907, the date of our former report, about 250 plans of inventions in this field have been received, and 55 of these had been examined. Nearly all of these inventions were found to possess little or no merit, the inventors being apparently unfamiliar with the needs of the railroad service as well as ignorant of the state of the art. The makers of those automatic stops and cab signals which are in regular use have taken no special pains to bring their apparatus to the attention of the board, though they have offered to furnish any information for which we may ask.

Within the past twelve months a further large number of descriptions of inventions, alleged inventions, or propositions has been received and they have been dealt with as shown in the statement given below.

The authority to investigate devices other than block signals, automatic stops, and cab signals was granted by Congress May 27, 1908, and as yet has been exercised only in a small number of cases, none of which calls for notice in this report.

The present status of the work of the board may therefore be said to be as follows:

Plans and specifications of 371 devices have been examined to date. Of these, 248 relate to block signal, cab signal, or automatic train stopping devices, while 123 relate to other devices designed to promote the safety of railway operation, as defined by the provisions of the Sundry Civil Appropriation Act of the first session of the Sixtieth Congress.

Of the 371 files placed under examination, 184 have been reported on, and 187 are still in course of examination.

Of the 184 files reported on, 168 are signal and train stopping devices, and 16 are other railway safety devices.

Of the 187 files still in course of examination, 80 are signal and train stopping devices, and 107 are other safety devices.

Of the 184 files reported on, 12 signal and train stopping devices have been considered to possess sufficient merit to warrant the board in saying that if the proprietors should install the same on a railroad under practical working conditions the board would examine the installations with a view to determining whether tests should be conducted at government expense. Of these 12 devices, 4 are now being installed, 1 of these being reported ready for test, and the board is advised that the installation of 4 others will be begun in the near future.

It has been necessary to spend much time on some of the most ill-considered inventions, for in rejecting a device or plan, cherished by its originator as promising great benefits to mankind and vouched for by patent experts as unique, it is necessary to marshal the reasons for our action in the most logical and forcible manner. Such inventors often are exceedingly persistent, and some of them, sorely disappointed at the unfavorable decision of the board, return again and again.

STATISTICS.

Under an order issued by the Commission on November 18, 1907, the board gathered and compiled statistics showing the mileage of railroad operated by the block system in the United States as of January 1, 1908, together with information as to the kinds of apparatus used for automatic block signaling and of the methods employed in the working of the nonautomatic block system, and these were published by the Commission in pamphlet form in April last. By direction of the board, the secretary has distributed 1,500 copies of this pamphlet. Under an order which has just been issued by the Commission, it is proposed to compile similar statistics as of January 1, 1909. These statistics give no information concerning automatic stops, because until within a few months there have been none of these in use on railroads which are subject to federal authority in this matter. (Automatic stops are in use on the Hudson and Manhattan tunnel between New York, N. Y., and Hoboken, N. J.) No information is given concerning cab signals, because none of these are in regular use in this country.

The work of the board during the past twelve months has been pursued along the same lines as before, but in addition to investigations in this country two members of the board, in March last, visited England, France, and Belgium, to secure information concerning the use of cab signals in those countries.

To expedite the work of the board three technical assistants have been employed to aid the members in digesting descriptions with a view to reaching decisions on all important matters at the earliest possible date.

PROCEDURE.

Inventions and propositions brought before the board are dealt with in accordance with the procedure prescribed last year and referred to in our former report. It is required that each invention be suitably described, with drawings if necessary, and as a rule these drawings and descriptions must be examined and passed upon by the board before the question of testing a device will be taken up, and before hearings or interviews will be given. When the plan of a device has been examined and the thing described is held to have merit, the board, if satisfied that a test would be of value or interest to the public, advises the proprietor that if an installation, made by himself, when tested by himself, confirms the favorable impressions given by the plans, the board will undertake a test on behalf of the Government. As the Commission has already been informed, the American Railway Association has cooperated with the board in securing the use of tracks for testing automatic stops and cab signals.

In carrying out the intent of the legislation under which it acts, which requires investigation of the use of and necessity for apparatus and systems for the promotion of safety in railway operation, the board not only examines plans, descriptions, models, or installations of devices submitted to it, but makes such observation and inspection, through its members or employees, regarding the use of existing appliances, systems, and operating methods as may enable it to determine the necessity for other appliances, systems, or methods than those now in use.

The principal appliances or systems, the use of and necessity for which have been considered by the board up to the present time, are the following:

1. Automatic stops.
2. Cab signals.
3. The telegraph block system.
4. The controlled manual block system.
5. Automatic block system.

6. Other appliances and systems for the promotion of safety in railway operation.

1. *Automatic stops.*—This term is used to define devices for stopping railroad trains by means independent of the engineman or motorman. The class may be divided as follows:

(a) Contact devices, mechanical, on or near the ground. At a fixed point, as at the entrance to a block section, a lever on the engine or a car of a train, coming in contact with apparatus fixed on the roadway, actuates levers, valves, etc., on the vehicle. No electrical apparatus is used.

(b) Contact rail devices for conveying an electric impulse from a fixed point on the roadway to an electrical apparatus on the vehicle. A rail (or rails) fixed at the signaling point, or in a suitable relation to it (but not continuous throughout the length of the block section), comes in contact with a metallic brush or other conductor on the vehicle.

(c) Ground devices embracing both of the foregoing features.

(d) Devices for making contact overhead, as, for example, from a signal post to apparatus fixed on the roof of the cab of a locomotive, mechanical, electrical, or both.

(e) Devices making no contact, the impulse on the vehicle being produced by magnetic or electric induction.

2. *Cab signals.*—These may be classified, *a, b, c, d, e*, the same as automatic stops, the difference being that automatic stops are designed to shut off steam or cut off electric power and apply the power brakes, or both, while a cab signal is designed only to ring a bell or sound a whistle or show a light for the information and guidance of the engineman or motorman, these audible and visual signals being given in his cab.

3. *Telegraph block system.*—With this system three principal methods of communication are used: *a*, Morse telegraph; *b*, telephone, and *c*, electric bells (with code). While in the operation of most systems of this kind, communication between the signalman at both ends of the block is prescribed to admit a train to the block, systems are in use on the Erie and on the Northern Pacific in which the operations of the block signalmen are actively participated in by the train dispatcher, who supervises the movement of trains under the block-signal rules throughout a division or subdivision of a railroad.

4. *Controlled manual block system.*—In this system, which is further described under a separate heading, four principal methods of control are used: *a*, block instruments without track circuits; *b*, block instruments with track circuits or track instruments at each block station; *c*, block instruments with track circuits throughout the length of each block section; and *d*, the electric train staff.

5. *Automatic block systems.*—In practically all such systems in use in this country the operations of the signals are controlled entirely by the action of the train upon track circuits throughout the length of each block section or by certain conditions affecting the use of the block, such as the continuity of the track rails and the position of switches. In such systems the signals proper are classified as follows: *a*, exposed-disk or clockwork signals; *b*, inclosed-disk signals; *c*, electro-pneumatic semaphore signals; *d*, electric-motor semaphore signals; *e*, electro-gas semaphore signals; *f*, "light" signals; and *g*, other types. Such systems comprise a considerable amount of other apparatus, such as relays, circuit controllers, generators, compressors, motors, batteries, and a large number of other electrical and mechanical devices.

6. *Other appliances and systems for the promotion of safety in railway operation.*—This class includes the following devices: *a*, roadway and structures, including rails, ties, switches, rail fastenings and other track appliances, bridges, and other structures and permanent way appliances; *b*, equipment, including locomotive, motor, and car structures and machinery, such as trucks, wheels, car steps and platforms, brakes and brake rigging, draft rigging, car couplers, hose couplers, and car appurtenances; *c*, train signals; and *d*, operating systems and methods.

AUTOMATIC STOPS AND CAB SIGNALS.

The automatic stops and cab signals now in use are few in number and do not call for extensive investigation, for their characteristics are known. Most of them are installed in situations free from the troubles incident to frost, snowstorms, and certain other adverse conditions which prevail on railroads generally.

Carrying out what we believe to be the purpose of the resolution of Congress, the object kept in view by this board in this matter is the securing of accurate information concerning the usefulness and efficiency of automatic stops in general railroad service. Experience with stops in subways or in other places not exposed to snow, rain, and frost does not afford the lessons sought, and therefore the board is devoting its attention chiefly to such devices as are offered for test in unprotected situations during the winter season. Experience on city passenger railroads is unsatisfactory also because of the absence of some of the conditions which must be met on ordinary railroads, such as irregularity in the length of trains and differences in design of engines and cars; also because in consequence of the very heavy traffic on those lines very frequent inspection is practicable. On ordinary railroads such highly efficient inspection would probably be excessively costly.

Automatic stops.—The principal automatic stop devices which have had our attention are as follows: The mechanical trip devices used in connection with electro-pneumatic block systems in use on the Boston Elevated, the Interborough Rapid Transit of New York City (subway), the Philadelphia Rapid Transit, and the underground lines in London, England. Mechanical trip train stops of the same general design, but worked by electric motors rather than by compressed air, are in use on the Hudson and Manhattan tunnel under the Hudson River between New York, N. Y., and Hoboken, N. J. The officers of these roads are unanimous in their testimony as to the satisfactory operation of the stops, and there have been occasion when but for the action of the automatic stop collisions would have occurred in consequence of neglect on the part of the motormen.

Two experimental installations of automatic stops have been made recently, one of the mechanical trip type, with certain modifications, by the Rowell-Potter Safety Stop Company, on the Chicago, Burlington & Quincy Railroad near Chicago, and one of the intermittent contact rail type, with a normally closed engine circuit, by the Simmen Automatic Railway Signal Company, of Los Angeles, on the Atchison, Topeka & Santa Fe Railroad in southern California.

The Rowell-Potter Company has been before the public for fifteen years or more and devices made by it have been in use in past years to some extent, notably by the elevated roads of Chicago, but the apparatus now installed on the Chicago, Burlington & Quincy has been tried but a short time, and the board is not yet prepared to report on it. The Simmen devices include a system of remote control of a number of signals in a block system from a central point, such as a dispatcher's office. This installation also has been in use but a short time, and no detailed investigation of it has been made.

The board has made a partial test of the Perry-Prentice cab-signal and train-stop device as recently installed experimentally on the line of the Suburban Railroad Company of Chicago. This system forms, so far as known, the first application of the use of the Hertzian waves to railroad signaling. It makes use of "wireless" communication between a line wire strung along the track and apparatus in the engine cab. A coherer is included in a normally closed engine circuit, which circuit is broken if the particles of metal in the coherer cease to be held in cohesion by the action of the Hertzian oscillations emanating from the aërial conductor extending through the block.

Cab signals.—While, as previously noted, a number of installations of automatic train stops have been made on certain city railroads in this country, none of these installations provide for a visible or an audible signal indication on the vehicle. The automatic stops are used in connection with fixed visual signals only, it being generally assumed by the officers of these roads that it is unnecessary to supplement the indication of the fixed signals with any indication on the vehicle, and that the motorman, guided by the fixed signal indications, will properly control his train under all conditions except those which incapacitate him for proper action, in which event the automatic stop will come into play and control the movement of the train.

On the other hand, the European idea seems to be that if a sufficiently clear and reliable indication is given to the engineman he can be depended upon

properly to control his train, and therefore automatic stopping devices are not favored. Most of the descriptions of automatic train-stop devices submitted, however, provide for the use of a cab signal, and some cab-signal devices have been presented which do not include the use of an automatic train stop. The immediate problem in either of these devices is to produce certain effects on apparatus carried on the vehicle by the existence of certain conditions upon the track, and if the apparatus or system provides a proper means for carrying out this object the means are equally available for the control of an automatic train stop or cab signal or other device of that character fixed on the vehicle.

The only cab signals which have been used regularly for any considerable length of time are: (1) That used on the Northern Railroad of France; and (2) that on the Northeastern Railroad of England. That on the Northern of France is an electric contact apparatus (class 2 *b*). It is used in connection with fixed manual visual signals throughout the lines of that company, over 2,400 miles in extent, and has been so used on most of those lines for twenty years. A whistle is sounded in the cab of the locomotive when a fixed distant (visual) signal is passed at "caution." The system can not be approved, however, because the electric apparatus is arranged on the open-circuit principle. As the silence of the whistle in the cab indicates a clear track, any derangement of the apparatus, for example the accidental breakage of a wire, would produce a false clear indication. The apparatus being arranged on this principle, there is no way of knowing with exactness how well it has served its purpose, for it may have been out of order an unknown number of times without being promptly discovered.

The board has communicated with the officers of the Northern Railroad of France, but their experience is relatively of little value as throwing light on the problems which have to be met in this country, because of the open-circuit feature and because in the climate of France the apparatus is not subject to severe weather conditions.

The cab signal on the Northeastern of England is a mechanical arrangement (class 2 *a*) and it has been in limited use for ten years. Like the electric device just mentioned, however, it gives no warning of its own failure, and therefore the records of its service are of little value as throwing light on the degree of perfection with which it has worked.

A cab signal combining the functions of both classes—2 *a* and 2 *b*—but operated on the closed-circuit principle, is in use on the Great Western Railway of England, where it has been in regular service on a short branch line for over a year. This apparatus gives proceed indications as well as caution indications, and the Board of Trade has permitted the abandonment of the fixed distant block signals where this system is in use.

A cab signal actuated by magnetic induction was tried on the Manchester, Sheffield & Lincolnshire several years ago, and with good results, but the experiment was given up because, in consequence of the number of foreign locomotives running over the line, the company concluded that no cab signal of any kind would be desirable.

It will be observed that automatic stops are in use in America, but not elsewhere, except on the London underground lines. Cab signals, on the other hand, are in use in England and France, but not at all in America.

Comparison of automatic stops and cab signals.—In considering the characteristics and use of automatic stops as compared with cab signals, we have the following facts:

1. Automatic stops have been adopted for regular service only on city railroads which carry a heavy traffic and are worked by electric power. Their lines are in tunnels protected from snow, or on elevated structures where snow does not accumulate in troublesome quantities. Motormen do not have a companion or monitor in the cab with them, as does the engineman of a steam locomotive, and there is therefore a stronger argument for an automatic stop. Being worked under exacting conditions, these city roads are very efficiently inspected.

2. The Northern of France uses cab signals, but it does not get from them the full benefit of which they are capable, and therefore France must be left out of the account.

3. Leaving out facts 1 and 2, both automatic stops and cab signals are to be looked upon as still in the experimental stage, although they have been proposed for many years. Cab signals have been tried in many places, but all of the experiments have been short-lived, except that on the Northeastern of

England. British railroad officers naturally prefer a cab signal, because, with the high efficiency of their locomotive runners, they do not feel the need of an automatic stop. They have more trouble from fog than is experienced in America, and therefore feel a more definite need of a cab signal for use as a convenience in ordinary working, regardless of the question of safety. In America both cab signals and automatic stops have been proposed as safety devices purely, and on the assumption that the vigilance of enginemen and motormen can not be improved to the point of insuring a satisfactory degree of safety while using only the present visual signals.

TELEGRAPH BLOCK SYSTEM.

In connection with the falling off in freight traffic throughout the country since the beginning of the depression in business in October, 1907, some roads have carried their economies so far as to discontinue the use of the block system where it had been regularly maintained for some years, and this expedient is reported to have been adopted on two single-track lines where the controlled manual system (without track circuits) had been in use several years. Again, on lines where the block system is still maintained a part of the block stations have been closed to save the expense of maintaining signalmen both night and day. In still other cases a part of the block stations on a line have been put under new schedules under which they are closed a part of the time; as, for example, an office will be closed eight hours out of twenty-four, thus saving the expense of one signalman. In some cases an office will be kept open in the daytime and not at night, while perhaps at the next station no signalman will be found on duty in the daytime, but one will be on duty at night. Other odd arrangements or hours have been introduced. These irregularities have been introduced not alone because of the depression in business, but also because of the law enacted by Congress March 4, 1907, limiting the hours of service of block signalmen, which increases the expense. As business improves the block system will be restored probably; but this making of extensive changes in the methods of train operation by so many roads emphasizes the importance of the bill which was before the last Congress to authorize the Interstate Commerce Commission to secure full information regularly concerning this department of railroad operation. This feature of the bill introduced by Hon. J. J. Esch, of Wisconsin, in the last session of the Fifty-ninth Congress is no less important than that making the use of the block system compulsory.

As was remarked in the report of the Commission on the block system in February, 1907, many block signalmen in America are young and lacking in training and experience. This has been indicated in the records of railroad accidents, this deficiency being a cause of disastrous collisions. This fault in the personnel of railroad operation has not been so conspicuous during the past year as it was during the heavy traffic of 1905-1907, because, first, the diminished number of trains has made the work of the signalman simpler and easier, and, second, the same cause has made possible the improvement of the block-signal service by eliminating the less competent signalmen. This improvement in the personnel has not been universal, however, and the board has information of instances here and there of signalmen whose incompetence was manifest, and in some of these cases there has been evidence of excessive use of intoxicants. The information the board has gained as the result of the investigation it has conducted along these lines justifies the continuance of this investigation.

While on the subject of the personnel of telegraph offices it is proper to observe that the difference in habits, capacity, and training of signalmen on the railroads of Great Britain as compared with those of American roads, which was referred to in the above-mentioned report, was confirmed by the observations of members of this board in England and Scotland last spring.

Under the head of the telegraph block system, mention should be made of the superiority of the block telegraph instruments used in England—which are modifications of the well-known needle telegraph—as compared with the communicating methods used with the simple manual or telegraph block system in this country. With the needle system the receiving instrument gives a visual as well as an audible signal, and the visual part, by the position in which it remains after each operation, serves as a constant indication before the signalman's eyes of what the last operation was.

A modification of the telegraph block system has lately been introduced on the Northern Pacific Railway—single track—which merits attention. This is the simple telegraph block system, but each operation by the signalman—or,

rather, the series of operations by which a signalman assures himself that a block section is unoccupied and then gives the proceed signal to a train—is carried out under the immediate supervision of the train dispatcher, all the block-signal stations of a district being on a single wire connected with the dispatcher's office. This system is commonly called the "A B C" system. A train is admitted to a block section only on a signal in which the dispatcher and two block signalmen have cooperated, thus greatly reducing the chances of error. The operations are further safeguarded by requiring each train to stop at every station, unless the signalman both displays a clear signal and delivers written cards to the enginemen and the conductor. (By means of large hoops these cards are delivered to trains passing at 25 miles an hour and faster.) By the employment of these safeguards provision against collisions of trains is so fully secured that the officers of the road have felt warranted in the discontinuance of the rule requiring all meeting orders to be written out, telegraphed, repeated, and receipted for. This writing and repeating process is so slow that it causes many delays to trains.

On some divisions of the Northern Pacific the freight trains are now run over the road in 20 to 25 per cent less time than formerly. This not only effects an economy for the road, but also enables the trainmen to earn more wages per hour. The arrangement of meeting points without using the full written and repeated telegraphic orders is equally practicable with the electric train staff, and the same saving in time is accomplished. This is shown by the results on those parts of the Southern Pacific and the Atchison, Topeka & Santa Fe, where the train staff is used. The difference in the Northern Pacific practice as compared with the use of the staff system is that the method under which the dispatcher cooperates with the signalman may be introduced on any line, no matter how light its traffic, and with but little preparation; and the cost of the electric staff apparatus, which is considerable, is saved. On the other hand, the number of dispatchers may have to be increased, and the maintenance of the discipline necessary to make the three-man block signaling operation satisfactorily free from liability to error is probably more of a task than the maintenance of the same degree of safety by means of the electric staff, which is a highly efficient "controlled manual" apparatus for single-track lines. As a preventive of false clear block signals, this apparatus theoretically should be superior to any number of cooperating men.

The term "telegraph block system" as used on American railroads is applied to all man-operated systems not fitted with electric control of levers, and includes lines where the telephone is the means of communication. Telephones have been used to a limited extent for several years for sending train orders. They have lately been introduced quite extensively in block signaling, however, as was shown by the block-signal statistics published by the Commission in the present year.

Theoretically, telephones are as safe and as convenient as the long-used Morse telegraph, and the experience of many roads for the last year or two has confirmed this theory. We touch upon this subject in this place merely to make reply to the query, voiced in several places, whether the change in apparatus and methods has involved any lessening of safety. The only serious question that has even been raised concerning the safety of telephones is in regard to the liability of indistinct transmission of syllables and words. In the Morse telegraph or any other system this contingency must be provided for, and with the telephone, as with the telegraph, mistakes are guarded against by good training and discipline, and by repeating back all communications.

CONTROLLED MANUAL BLOCK SYSTEM.

Within the last four years controlled manual apparatus without track circuits has been introduced extensively on single-track lines of the Illinois Central, the Chicago, Burlington & Quincy, and the Chicago & Eastern Illinois railroads, and the electric train staff, embodying similar principles, has been put in use on 100 miles of the Southern Pacific.

As a safety device, the controlled manual system is already well understood and well developed, so that the investigation of it can not be looked upon as calling for special attention on the part of this board; but these extensive installations on single-track lines are in some respects new departures in American railroad practice, and a study for the purpose of comparing these with each other and with other systems may be desirable at a later date.

AUTOMATIC BLOCK SIGNALS.

As shown by the statistics which have been published by the Commission, the railroads of the country made comparatively rapid progress in automatic signaling for several years up to the end of 1907. Since then only a few important new installations have been begun; but within the past month the St. Louis & San Francisco gave an order for the equipment of 712 miles of its single-track lines, and the Southern Pacific is resuming work on some of the installations which were suspended a year ago.

The extensive installation on the New York Central & Hudson River in and near New York City of automatic block signals adapted for use in connection with railroad tracks, the rails of which are traversed by powerful electric currents used with electric propulsion of trains, constitutes one of the notable instances of progress in the signaling art.

LACK OF KNOWLEDGE OF THE ART.

Of the hundreds of descriptions and plans of devices or systems for the promotion of safety in railroad operation examined by the board so few possess any merit that it is evident that a large proportion of the inventors or proprietors of such devices are entirely unfamiliar with the conditions to be met in railroading, the development of safety appliances, the state of the art of signaling, and often with well-known natural laws. This is manifested in three forms:

(1) In devices which, no matter how well designed or constructed, would be dangerous or of little or no value.

(2) In devices or systems which, no matter how well the details of design and construction were carried out, are fundamentally wrong in principle.

(3) In devices or systems which, while theoretically useful and workable, are designed without regard to the well-known properties of materials or a consideration of the quantitative values of the forces and velocities involved.

Dangerous devices.—As an example of the first class may be cited the high-way crossing gate designed to be closed automatically by the approach of a train. It is obvious that such a device, no matter how perfect in operation, would be unsafe to use, as the gates would descend or close when the train was within a given distance of the crossing, irrespective of whether or not pedestrians or vehicles were on the crossing, thus preventing their escape from the very danger that the invention is intended to avert. Other inventions of substantially the same class are those for the automatic throwing of switches by train approach, especially those intended to restore to the main-track position by the passage of the train itself a switch that has been maliciously or carelessly left set for a siding or turn-out.

The board believes that switches, being movable portions of the track, are so subject to obstruction of their proper movement by foreign substances, such as stones, lumps of coal, snow, ice, bolts, nuts, and other parts dropped from cars or locomotives, that they should not be operated except by an attendant, for the reason that such attendant can detect abnormal or unsafe conditions which would prevent the proper operation of the switch. These conditions can not be detected by automatic apparatus controlled by approaching trains except under conditions where the throwing of the switch, the locking of the switch, the releasing of the signal, the clearing of the signal, together with the necessary approach and detector locking, are all interdependent and occur in proper sequence. Even with such refinement it is considered doubtful if the reliability of operation of such devices would be sufficient to warrant their use in practice unless in special or unusual cases.

Devices wrong in principle.—The most typical devices of the second class referred to, namely, those that are wrong in principle, are signals that require the application of power to move them to the position to indicate "stop," and assume the "proceed" position by gravity or whenever the application of power to them ceases. Within this class falls also the large number of electrical appliances designed to operate on the so-called open-circuit principle. In these, the presence of electric current in the operating devices is required to give a "stop" indication or apply the brakes or accomplish the purpose for which the device is designed; whereas it is evident that all such appliances should be constructed on a principle directly opposite, namely, the closed-circuit principle, so that if the current supply should fail or a wire should break or become disconnected, or a short circuit or a cross should occur, the "stop" indication

would be displayed or the brake applied, or other purpose of the design carried out. In other words, all devices or systems must be to the highest degree self-checking of their own failures, so as to render them as nearly as possible incapable of falsely indicating safety when danger exists, or if used in train control, incapable of permitting a train to proceed when it should be stopped. This principle is fundamental, and no devices or systems designed on the contrary or open-circuit principle can be approved.

Impracticable devices.—In the third class, or impracticable devices, we find many where it is intended to operate signals or mechanical trip train stops through the medium of cables or rods several thousand feet or a mile or more in length attached to treadles or other trips which are intended to be depressed or moved by engagement with some part of another moving engine or train, little idea evidently being entertained by the inventor as to the inertia of the parts, the effects of impact, the elasticity and strength of the materials employed, or the conditions due to accumulation of snow, ice, or sand.

Reliability.—Next to safety, reliability is the most important feature in safety appliances. By this is meant infrequency of failure of the device or system to respond to all the conditions under which it should act. For example, if a signal device indicates a clear track when the track is obstructed it is an unsafe device. If it indicates danger when there is no danger it is not reliable, and such unreliability soon becomes a source of danger; for if a signal, for example, frequently indicates "stop" when the conditions are all right for the train to proceed, its "stop" indication soon becomes discredited as a true indication of danger and may come in time to be disregarded even when correctly given, and hence lead to disaster.

Contact devices.—Many devices or systems have been examined in which contact plates or rails are included in electric circuits carrying current which either continuously or intermittently is intended to be picked up by a contact brush or shoe on the moving vehicle. While a number of such systems are designed on theoretically correct principles, the practicability of making or maintaining a reliable contact can be determined only from long-continued experiment with various forms of roadway and vehicle contacts under such conditions of speed, vibration, clearance, shock, snow, and ice as exist in actual railroad working in all localities and at all times of the year. In considering any closed-circuit arrangement which makes use of a continuous contact rail it must be borne in mind that a momentary loss of contact which might occur from very slight accidental circumstances might in an automatic train-stop device cause an emergency application of the brakes while running at high speed. This makes the reliability of such schemes extremely doubtful.

Equipment and structure clearances.—Inventors or designers of cab signals and automatic train stops often disregard the very definite relations that must necessarily exist between the dimensions of cars and engines and those of platforms, bridges, tunnels, road crossings, and other structures along the roadway. It should be remembered, for example, that the location of end ladders on freight cars must be definite and reasonably uniform in order to make their use safe for trainmen. Yet many devices of the overhead type are presented, by the use of which freight-train men would undoubtedly be subject to more danger than the use of the devices would prevent. The question of equipment and structure clearances should be carefully studied by all who approach this problem.

Continuous-track circuit.—A number of block-signal systems have been presented for the board's consideration which involve the use of much complicated apparatus and would doubtless cost as much to install and maintain as the best-known systems now in use, and yet lack the very desirable protection afforded by the use of continuous-track circuits with their ability to detect broken or removed rails. This is a protective feature free to be used by anyone as far as patent rights are concerned, and it is especially desirable in view of the relatively poor quality of most of the steel rails now on the market.

WORK OF VARIOUS RAILROAD ASSOCIATIONS.

Most worthy of commendation as tending to promote the safety of railroad operation is the work that is being carried on by the various technical associations of railroad officers, notably the recent work of the Bureau of Explosives of the American Railway Association and the efforts of that association to secure better specifications for steel rails; the joint work of the American Railway Engineering and Maintenance of Way Association and the Railway Signal

Association, tending toward the adoption of a uniform system of railroad signaling; and the work of the latter association on specifications for automatic block signals and power and mechanical interlocking.

In addition to the work mentioned above, the Railway Signal Association during the last year has had the question of automatic train stops and cab signals under consideration by a committee which presented a report at the annual meeting of the association at Washington in October. This report, in addition to reviewing briefly the history of experimental installations of such devices in this country and describing various systems, submitted for adoption by the association a list of requisites of installation to which automatic stop and cab signal systems should conform to be considered safe and reliable in operation. These requisites, as amended at the annual meeting referred to and submitted to letter ballot of the Railway Signal Association, are as follows:

"1. Apparatus and circuits so constructed that a failure of any essential part will cause the display of a stop signal indication and also the working of the automatic stopping device. The automatic stop device should be possible of arrangement so that it will not be operative or effective when the speed of the train is less than 5 miles per hour.

"2. The train-control feature must be applicable for use with the absolute or the permissive operation. With either system the release of the stopping device must be within the control of the engineer or trainman, but only after the speed of the train has been reduced to 5 miles per hour or less.

"3. The automatic stopping device must be operative only in the direction of traffic, except in connection with signals governing reverse movements.

"4. The system must be operative under all weather conditions.

"5. The system where track circuits are used must be adaptable for use with a block system using track circuits.

"6. The system must give protection against a broken rail, the ends of which have separated, or where a rail or section of a rail has been removed from the track.

"7. The parts on the moving train must not extend beyond the maximum clearance lines, and the parts on the ground must not extend within the maximum clearance lines, except for a space of 2 feet above the top of the rail, within which distance the parts must clear the maximum equipment line.

"8. An overlap equal to the braking distance for the maximum permissible speed must be provided for automatic stopping devices.

"9. Emergency application of the brakes should be made only when a home or dwarf signal has been run by, when indicating stop. If the system is arranged to cause an application of the brakes when a train passes a distant signal that is indicating caution, the application of the brakes must not occur if the home signal is indicating proceed, or if the speed of the train is being controlled so that the train will be stopped before passing the home signal.

"10. The circuits must be arranged to allow two or more engines to be used with one train, or to allow one train to push another train without having the automatic stop applied at each home signal, or to require the speed to be reduced to 5 miles per hour when passing a home signal that is indicating proceed.

"11. The automatic stop must be adaptable for use with electric traction systems, using direct or alternating current for train operation.

"12. The automatic stop and cab signal should be considered only as adjuncts to a fixed signal system." [NOTE.—This is on account of the impossibility of properly checking the work of the engineer if a cab signal or automatic stop is used without a fixed signal, and also from the necessity of informing the engineer of the exact commencement of the block and the point at which the indication received in the cab shall become effective.]

At the time of compiling this report the results of the letter ballot of the signal association on these requisites have not been published. It is understood that the committee of the Railway Signal Association considers these requisites as desirable for ordinary surface railroads and that they are not presented as suitable for urban railways, in subways, or upon elevated structures.

While as noted above this list of requisites has not been formally adopted by the Railway Signal Association, and while the board is not prepared to discuss the proposed requirements in detail on the basis of its present knowledge, it feels that they should have the careful consideration of all who are interested in this subject.

While the action of the American Railway Association in restricting the freedom of action of the voluntary technical associations composed of officers and

employees of the railroads forming this association may result in a greater harmony and economy of effort by the technical associations themselves, such restrictions will hardly tend, unless exercised with greatest care, to increase the effectiveness of the associations in the promotion of the safety of railway operation.

CORRESPONDENCE.

General.—The secretary of the board has received 3,375 letters relating to various devices that have been presented for examination. In connection with this work, and the work of securing reports of block-signal mileage, 4,500 letters have been written.

The following printed matter has been distributed :

Circular letters	700
Public resolution No. 46 and appropriation act, Fifty-ninth Congress.....	700
Form B. S. 1.....	700
Sundry civil act, Sixtieth Congress.....	300

The board has conducted correspondence relating to 709 devices, of which number 335 are signals and train stops and 374 are other railway safety devices.

Complaints.—No small portion of the correspondence of the board has had to do with complaints and demands for an investigation of alleged suppressions of important inventions by powerful corporations and associations to the serious detriment of the public interest and great pecuniary harm to individuals. The nature of the charges made indicates a necessity for investigation to determine whether they are justified in fact, it being considered equally important from the standpoint of the public to establish definitely that such accusations are untrue as that they are true.

There appears to be a very general belief that the inventor without means or influence can not get his inventions considered by railroad officials, and in consequence appeals by such inventors to the Government for aid to secure what is believed to be his rights have been both frequent and insistent.

The legislation under which the board acts, while providing the machinery for investigating the use of and necessity for block-signal systems and appliances for the automatic control of railroad trains and other appliances or systems designed to promote the safety of railroad operation, does not provide for the investigation of alleged suppressions of inventions, although it does indirectly aid the inventor without means or influence to get his invention considered when it has been found to possess sufficient merit to warrant a favorable report by this board.

It is believed to be in line with good public policy to provide means to satisfy the insistent demands for just treatment of the inventor, if such means do not already exist, and if they do, then to point out the way to make such means available and effective so as to satisfy the reasonable demands of the complainants.

Protests.—Another fruitful source of correspondence has been the protests of inventors on whose apparatus the board has felt obliged to report adversely, and it is interesting to note that not infrequently the most vigorous protests come from those whose devices have been found to possess a minimum of merit. This is largely due, it is believed, to a lack of knowledge of the technical requirements of modern railroad operation. In a number of instances the inventor, on having the faults of his system pointed out, has attempted to correct them and has then resubmitted his plans with corrections for further consideration. In a few instances this has led to a favorable report. It is believed that should inventors of railroad safety appliances avail themselves of the knowledge and experience of those skilled in the art, a much larger proportion of devices would be found to comply with practical railroad requirements.

In a few instances where, on account of fundamental faults in a system, the board has reported unfavorably, the inventor or proprietor has insisted on a practical test of his device notwithstanding, claiming the right to such a test under the appropriation act accompanying the joint resolution under which the board was created. The policy of the board in such cases was defined by the Commission in a case referred to it for consideration at the December (1907) meeting of the board, the decision being as follows:

"If * * * satisfied * * * that this plan or method of train control to prevent accidents is inherently defective and could not on that account be prudently adopted, we are of the opinion that you are justified in declining to

expend the time and money which a test would involve. A device which in the end must be rejected as fundamentally deficient would not seem to require a test for the purpose of demonstrating its lack of practical utility."

Reports.—The board has felt it to be necessary in considering devices to be particularly careful in reporting on the same not to mislead or unduly to encourage the inventor or proprietor, who, if encouraged, might enlist capital in a venture the results of which are likely to prove fruitless. At the same time, the board has aimed to encourage the development of promising devices when it is believed that a test of the same would add materially to our present knowledge and aid in determining the availability of different features for practical use.

Among the more recent developments which are engaging the attention of those interested in the subject of railway signaling are alternating current track circuits for electric roads, working without the use of insulated joints or inductive bonds, the transmission of signal indications by Hertzian waves or other oscillatory impulses, and the production of effects upon moving vehicles as the result of conditions existing upon the track by magnetic or inductive effects without mechanical or electrical contact, involving even such principles as the nonmagnetic properties of manganese steel rails.

The board desires to acknowledge the courtesy of those railroads which are in no way subject to the jurisdiction of the Interstate Commerce Commission, but have furnished the board with information and assistance in conducting its inquiries.

Respectfully submitted.

M. E. COOLEY, *Chairman*,
AZEL AMES,
F. G. EWALD,
B. B. ADAMS,

Block Signal and Train Control Board.

APPENDIX F.

COMPLAINTS IN WHICH REPARATION WAS AUTHORIZED
ON INFORMAL PLEADINGS.

NOVEMBER 30, 1907, TO DECEMBER 1, 1908.

COMPLAINTS IN WHICH REPARATION WAS AUTHORIZED ON
INFORMAL PLEADINGS.

FROM NOVEMBER 30, 1907, TO JUNE 3, 1908.

562. *John T. Leonard v. Atlanta, Birmingham & Atlantic Railroad Company.* December 3, 1907. Refund of \$39.30 on carload of sugar from Brunswick, Ga., to Roanoke, Ala., on account of excessive rate.

563. *In the matter of relief of agents of the Chicago, St. Paul, Minneapolis & Omaha Railway Company.* Refund of \$31.56 on shipments of apples representing difference between weight based on minimum of 30,000 pounds and actual gross weight.

564. *National Wholesale Lumber Dealers' Association v. Southern Railway Company.* December 1, 1907. Refund of \$19.68 on carload of lumber from Nantahala, N. C., to New York, N. Y., on account of misrouting by defendant's agent.

565. *Wabash Portland Cement Company v. Wabash Railroad Company.* December 3, 1907. Refund of \$708 on 236 carloads of cement from Stroh, Ind., to Detroit, Mich., on account of failure to absorb switching charges.

566. *J. Rose & Company v. Nashville, Chattanooga & St. Louis Railway Company.* November 30, 1907. Refund of \$14.47 on 3 carloads of excelsior from Dalton, Ga., to Memphis, Tenn., on account of excessive minimum carload weight.

567. *H. I. Ruth v. Missouri Pacific Railway Company.* December 3, 1907. Refund of \$22.22 on 2 carloads of oak lumber from Knizer, Mo., to Moline, Ill., on account of misrouting by defendant's agent.

568. *W. S. Weyer v. Missouri Pacific Railway Company.* December 3, 1907. Refund of \$123.60 on carload of nails from Kokomo, Ind., to Ottawa, Kans., reshipped to St. Joseph, Mo., on account of misrouting by defendant's agent.

569. *Boston Excelsior Company v. Canadian Pacific Railway Company.* December 4, 1907. Refund of \$86.40 on carload of excelsior from Milo, Me., to Dayton, Ohio, on account of excessive rate.

570. *Harper & Company v. Wells, Fargo & Company Express.* December 3, 1907. Refund of \$51.60 on shipments of fruit and vegetables from Excelsior, Ark., to Pittsburg, Kans., on account of excessive rate.

571. *Sigma Lumber Company v. Central of Georgia Railway.* November 30, 1907. Refund of \$11.70 on carload of lumber from Sigma, Ala., to Michigan City, Ind., on account of excessive through rate.

572. *Vernon Cantaloupe Growers & Shippers' Association v. Wells, Fargo & Company Express.* November 30, 1907. Refund of \$357.55 on 3 carloads of cantaloupes from Vernon, Tex., to Denver, Colo., on account of excessive rate.

573. *Phillips Sheet & Tin Plate Company v. Baltimore & Ohio Railroad Company.* November 30, 1907. Refund of \$1,440.40 on 23 carloads of sheet bars from Pittsburg, Pa., to Clarksburg, W. Va., on account of erroneous publication of rate schedule.

574. *H. A. Saggan v. Chicago & North Western Railway Company.* November 30, 1907. Refund of \$24.13 on 17 carloads of cattle, sheep, and hogs from Ceylon, Minn., to Chicago, Ill., on account of oversight in reprinting of tariff.

575. *C. F. Woodward & Company et al. v. New York Central & Hudson River Railroad Company.* December 5, 1907. Refund of \$1,258.99 on shipments of stone from various points to New York, N. Y., on account of advance in terminal charges without notice to complainants who could have shipped via other lines at the old and lower rate.

576. *Omaha Elevator Company and Trans-Mississippi Grain Company v. Union Pacific Railroad Company.* December 7, 1907. Refund of \$1,921.74 to Omaha Elevator Company and refund of \$2,089.04 to Trans-Mississippi Grain Company on shipments of grain from points in Nebraska to Council Bluffs, Iowa, on account of excessive rates.

577. *American Sugar Refining Company v. Illinois Central Railroad Company.* December 6, 1907. Refund of \$66.78 on carload of sugar from New Orleans, La., to Gallatin, Tenn., on account of carrier's oversight in publishing rate schedule.

578. *H. I. Ruth v. Missouri Pacific Railway Company.* December 4, 1907. Refund of \$10.81 on carload of oak lumber from Harville, Mo., to Aurora, Ill., on account of misrouting by carrier's agent.

579. *C. L. Centlivre Brewing Company v. Toledo, St. Louis & Western Railroad.* December 7, 1907. Refund of \$2 on shipment of empty beer barrels and bottles from Decatur, Ind., to Fort Wayne, Ind., on account of misrouting by carrier's agent.

580. *Western Produce Company v. Atlanta & St. Andrews Bay Railway Company.* March 9, 1908. Refund of \$150.97 on 4 carloads of watermelons from Cottondale, Fla., to Chicago, Ill., on account of excessive rate.

581. *Idaho Lumber Company v. Oregon Short Line Railroad Company et al.* January 3, 1908. Refund of \$115.50 on 2 carloads of coal from Erie, Colo., to Twin Falls, Idaho, on account of excessive rate.

582. *Minneapolis Cedar & Lumber Company v. Northern Pacific Railway Company.* December 17, 1907. Refund of \$14.20 on shipments of lumber on account of excessive rate.

583. *Morris & Company v. Atchison, Topeka & Santa Fe Railway Company.* December 30, 1907. Refund of \$48.87 on 2 carloads of cotton-seed oil from Weleetka Junction, Okla., and 1 carload of cotton-seed oil from Ada, Okla., to Chicago, Ill., on account of excessive rate.

584. *Shoal Creek Coal Company v. Toledo, St. Louis & Western Railroad Company.* December 12, 1907. Refund of \$9.52 on carload of coal from Panama, Ill., to Kokomo, Ind., on account of excessive minimum carload weight.

585. *Morey & Company v. Chesapeake & Ohio Railway Company et al.* December 20, 1907. Refund of \$245.39 on shipment of 313 casks of china clay from Newport News, Va., to Kankauna, Wis., on account of contracts having been made at the rate on which claim is made and rate was canceled by Chicago & Northwestern Railway Company through a misunderstanding.

586. *Hanford Produce Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* December 30, 1907. Refund of \$27.80 on shipment of eggs from Sioux City, Iowa, to Minneapolis, Minn., on account of excessive rate caused by classification rule as to straps on egg cases.

588. *Schloss & Kahn v. Seaboard Air Line Railway.* January 6, 1908. Refund of \$89.10 on shipment of sugar bagging from Savannah, Ga., to Union Springs, Ala., on account of excessive rate.

589. *Northwestern Leather Company v. Minneapolis, St. Paul & Sault Ste. Marie Railway Company.* December 11, 1907. Refund of \$10.54 on shipment of bark extract from New York, N. Y., to Sault Ste. Marie, Mich., on account of excessive rate.

590. *Colorado Fuel & Iron Company v. Atchison, Topeka & Santa Fe Railway Company.* December 9, 1907. Refund of \$420.36 on carload of steel pans from Joliet, Ill., to Minnequa, Colo., on account of excessive rate.

591. *Bienville Lumber Company v. Louisville & Nashville Railroad Company.* December 12, 1907. Refund of \$32.13 on carload of lumber from Alberta, La., to Chester, La., on account of misrouting by carrier's agent.

592. *Paterson Crushed Stone Company and Morris County Crushed Stone Company v. Delaware, Lackawanna & Western Railroad Company.* December 9, 1907. Refund of \$208.77 to Paterson Crushed Stone Company and refund of \$36.74 to Morris County Crushed Stone Company on 71 carloads of crushed stone from Paterson and Millington, N. J., to Chenango Forks, N. Y., on account of excessive rate.

593. *J. Stirneman v. Wabash Railroad Company.* December 9, 1907. Refund of \$31.40 on carload of apples from Jameson, Mo., to Winona, Minn., on account of misrouting by carrier's agent.

594. *Vollmer Lumber Company v. Missouri Pacific Railway Company.* December 7, 1907. Refund of \$8.27 on shipment of oak lumber from Kensett, Ark., to Galesburg, Ill., on account of misrouting by carrier's agent.

595. *Stewart & Booth Timber Company v. St. Louis, Iron Mountain & Southern Railway Company.* December 7, 1907. Refund of \$45.48 on shipment of cedar posts from Cotter, Ark., to Rossville, Ind., on account of erroneous diversion by carrier's agent.

597. *Norman Milling & Grain Company et al. v. Atchison, Topcka & Santa Fe Railway Company.* December 9, 1907. Refund of \$183.07 to Norman Milling & Grain Company, refund of \$38.41 to Model Roller Mills, refund of \$88.70 to C. M. Maple, refund of \$106.45 to Purcell Mill & Elevator Company, refund of \$55.06 to J. H. Shaw and refund of \$83.48 to Smith Grain & Elevator Company on 8 carloads of seed wheat from points in Kansas to points in Oklahoma on account of agreement made for charitable purpose to refund to a lower than tariff rate if wheat was used for seed purposes.

598. *Crookston Milling Company v. Great Northern Railway Company.* December 9, 1907. Refund of \$1,909.76 on 39 carloads of wheat from Climax, Nielsville and Fisher, Minn., to Crookston, Minn., on account of change in original billing and assessment of local rates in addition to milling in transit rate, shipment having been delivered short of original destination.

599. *Jones & Laughlin Steel Company v. Pittsburg & Lake Erie Railroad Company.* December 10, 1907. Refund of \$30.03 on 4 carloads of steel billets from Pittsburg, Pa., to Kokomo, Ind., on account of excessive rate.

600. *Lutcher & Moore Lumber Company v. Texas & New Orleans Railroad Company.* December 18, 1907. Refund of \$11.88 on carload of lumber from Orange, Tex., to Chicago, Ill., on account of misrouting by carrier's agent.

601. *Roy Campbell v. Galveston, Harrisburg & San Antonio Railway Company.* December 28, 1907. Refund of \$6 on carload of watermelons from Candlish, Tex., to Fort Worth, Tex., thence diverted to Chicago, Ill., on account of excessive re-shipment charge.

602. *J. D. Hollingshead Company v. St. Louis Southwestern Railway Company.* January 6, 1908. Refund of \$6.65 on carload of oak staves from Paragould, Ark., to Keokuk, Iowa, on account of misrouting by carrier's agent.

603. *J. E. Stewart Produce Company v. Missouri, Kansas & Texas Railway Company.* January 6, 1908. Refund of \$58.19 on carload of potatoes from Peters, Ill., to Muskogee, Okla., on account of excessive rate.

605. *Iola Portland Cement Company v. Missouri, Kansas & Texas Railway Company.* December 21, 1907. Refund of \$32.30 on carload of cement from Iola, Kans., to Council Bluffs, Iowa, on account of excessive rate.

606. *Crowder & Company v. Missouri, Kansas & Texas Railway Company.* December 17, 1907. Refund of \$21.88 on shipment of snapped corn from Falls City, Okla., to Howe, Tex., on account of excessive rate.

607. *Frank Geisler v. Michigan Central Railroad Company.* January 9, 1908. Refund of \$16.88 on shipment of manure from Union Stock Yards, Ill., to Derby, Mich., on account of excessive rate.

608. *Clarinda Poultry, Butter, and Egg Company v. Illinois Central Railroad Company.* December 14, 1907. Refund of \$70.87 on 4 carloads of lumber from Cairo, Ill., to Creston, Iowa, on account of misrouting by carrier's agent.

609. *Norfolk Hardwood Company v. Atlantic Coast Line Railroad Company.* December 12, 1907. Refund of \$6 on 3 carloads of gum logs from Manning, N. C., to Pinners Point, Va., on account of excessive rate.

610. *Trans-Mississippi Grain Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* December 12, 1907. Refund of \$11.75 on carload of oats from Winside, Nebr., to Council Bluffs, Iowa, on account of excessive rate.

612. *McGowan Brothers v. Northern Pacific Railway Company.* January 3, 1908. Refund of \$24.18 on carload of wagons from Winona, Minn., to Spokane, Wash., on account of excessive rate.

614. *J. O. McIntosh v. San Pedro, Los Angeles & Salt Lake Railroad Company.* February 19, 1908. Refund of \$118 on shipment of ice from Los Angeles, Cal., to Las Vegas, Nev., on account of excessive rate.

615. *H. I. Ruth v. Missouri Pacific Railway Company.* March 20, 1908. Refund of \$11.22 on shipment of oak lumber from Fisk, Mo., to Moline, Ill., on account of misrouting.

616. *Hammond Iron Works v. Pennsylvania Railroad Company.* May 6, 1908. Refund of \$11.60 on shipment of steel tank from Warren, Pa., to New Orleans, La., on account of excessive rate.

617. *Lottman-Myers Manufacturing Company v. Gulf, Colorado & Santa Fe Railway Company.* January 8, 1908. Refund of \$75.65 on carload of iron beds from Richmond, Ind., to Houston, Tex., on account of excessive rate.

618. *Illinois Glass Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.* January 2, 1908. Refund of \$47.55 on 2 shipments of glass bottles from Gas City, Ind., to Winona, Minn., on account of excessive rate.

619. *Battle Creek Breakfast Food Company v. Wabash Railroad Company.* February 7, 1908. Refund of \$88.06 on 6 carloads of cereals from Quincy, Ill., to eastern points on account of inadvertence in canceling rate.

621. *C. L. Gray Lumber Company v. Mobile, Jackson & Kansas City Railroad Company.* January 22, 1908. Refund of \$26.65 on carload of lumber from Stringer, Miss., to Chattanooga, Tenn., on account of misrouting by carrier's agent.

623. *Valley Construction & Manufacturing Company v. Eastern Railway Company of New Mexico.* December 9, 1907. Refund of \$52 on carload of cement plaster from Elida, N. Mex., to Roswell, N. Mex., on account of excessive rate.

624. *Bradford Wholesale Furniture Manufacturing Company v. Virginia & Southwestern Railway Company.* December 11, 1907. Refund of \$8 on shipment of chairs from Elizabethton, Tenn., to Nashville, Tenn., on account of misrouting by carrier's agent.

625. *Antrim-Todd Lumber Company v. St. Louis Southwestern Railway Company.* December 10, 1907. Refund of \$4.10 on carload of lumber from Antrim, La., to Enid, Okla., on account of misrouting by carrier's agent.

626. *Town of Opelousas, La., v. Morgan's Louisiana & Texas Railroad & Steamship Company.* December 4, 1907. Refund of \$33 on shipment of cast-iron pipe from Bessemer, Pa., to Opelousas, La., on account of excessive rate.

627. *Gisholt Machine Company v. Illinois Central Railroad Company et al.* March 20, 1908. Refund of \$43.89 on shipments of castings from Quincy, Ill., to Madison, Wis., on account of excessive rate.

628. *Southern Cotton Oil Company v. Atlantic Coast Line Railroad Company.* December 9, 1907. Refund of \$87.83 on 3 shipments of cotton-seed oil from Scotland Neck, N. C., to Savannah, Ga., on account of excessive rate.

629. *H. I. Ruth v. Missouri Pacific Railway Company.* December 10, 1907. Refund of \$7.50 on carload of oak lumber from Harviell, Mo., to Moline, Ill., on account of misrouting by carrier's agent.

632. *W. F. Bartles v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* January 6, 1908. Refund of \$303.66 on 14 carloads of sheep from Belle Fourche, S. Dak., to Hubbard, Nebr., on account of excessive rate.

634. *Norris Safe & Lock Company v. Great Northern Railway Company.* December 26, 1907. Refund of \$74.25 on carload of desks from Cincinnati, Ohio, to Seattle, Wash., on account of excessive minimum carload weight.

635. *Jones & Laughlin Steel Company v. Chicago, Burlington & Quincy Railroad Company.* December 26, 1907. Refund of \$21.77 on carload of steel from Pittsburg, Pa., to East Moline, Ill., on account of excessive rate.

637. *American Hide & Leather Company v. Chicago & Northwestern Railway Company.* January 3, 1908. Refund of \$3 on shipments of hides from Chicago, Ill., to Milwaukee, Wis., on account of error in tariff.

638. *Coyle & Diehl v. Cumberland Valley Railroad Company.* December 7, 1907. Refund of \$48.64 on shipment of wheat from East Fayetteville, Pa., to Chilhowie, Va., on account of excessive rate.

639. *Toaffe & Company v. Southern Pacific Company.* December 13, 1907. Refund of \$13.57 on 6 carloads of sheep from Reno, Nev., to San Francisco, Cal., on account of erroneous publication of rate schedule.

641. *Nebraska Bridge Supply & Lumber Company v. Nashville, Chattanooga & St. Louis Railway Company.* January 3, 1908. Refund of \$17.68 on shipment of cedar posts from Farley, Ala., to Omaha, Nebr., on account of oversight in publication of tariff.

642. *Cuthbert Grocery Company v. Norfolk & Western Railway Company.* December 21, 1907. Refund of \$44.92 on shipment of mixed produce from Rural Retreat, Va., to Cuthbert, Ga., on account of excessive rate.

645. *In the matter of relief of agent at Duluth of Great Northern Railway Company.* January 23, 1908. Refund of \$11.27 on 2 carloads of maple flooring from Wells, Mich., to Duluth, Minn., on account of excessive rate.

646. *Riverside Milling & Fuel Company v. Southern Pacific Railway Company.* January 29, 1908. Refund of \$55.02 on carload of vetch seed from Tangent, Oreg., to Riverside, Cal., on account of failure to divert as per instructions and excessive rate.

648. *L. Fish Furniture Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.* March 25, 1908. Refund of \$44.82 on 7 shipments of furniture from Shelbyville, Ind., to Chicago, Ill., on account of excessive rate.

651. *Nangle Pole & Tie Company v. Chicago & Northwestern Railway Company.* February 3, 1908. Refund of \$12 on 4 carloads of poles originating on the Minnesota & International Railway on account of unreasonable switching charges.

652. *Advance Lumber Company v. St. Louis Southwestern Railway Company.* December 16, 1907. Refund of \$4.90 on carload of oak lumber from England, Ark., to Richford, Vt., on account of misrouting by carrier's agent.

653. *Humbird Lumber Company v. Northern Pacific Railway Company.* January 24, 1908. Refund of \$24.80 on 3 carloads of lumber from Sand Point, Idaho, to McClusky, N. Dak., on account of excessive rate.

654. *City of Weiser v. Oregon Short Line Railroad Company.* February 19, 1908. Refund of \$130.10 on shipments of coal from North Kemmerer, Wyo., to Weiser, Idaho, on account of error in publishing tariff.

655. *E. D. Carlton v. Missouri Pacific Railway Company.* December 16, 1907. Refund of \$6.90 on shipment of household goods from Jewell City, Kans., to La Junta, Colo., on account of misrouting by carrier's agent.

656. *Superior Manufacturing Company v. Great Northern Railway Company.* January 24, 1908. Refund of \$130.32 on mixed carload of salt and lime from Superior, Wis., to Saco, Mont., on account of clerical error in publishing tariff.

657. *Grandjean & Derby v. Trinity & Brazos Valley Railway Company.* March 18, 1908. Refund of \$157.26 on shipments of lumber from stations on its line to Laredo, Tex., destined to Monterey, Mexico, on account of excessive rate.

660. *New Prague Flouring Mill Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$0.47 on shipment of flour from New Prague, Minn., to Cresson, Pa., on account of excessive estimated weight.

661. *New Prague Flouring Mill Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$0.58 on shipment of flour from New Prague, Minn., to Nanty Glo, Pa., on account of excessive estimated weight.

662. *George Tileston Milling Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$1.24 on shipment of flour from St. Cloud, Minn., to Hartford, Conn., on account of excessive estimated weight.

663. *Listman Mill Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$0.96 on carload of flour from La Crosse, Wis., to York, Pa., on account of excessive estimated weight.

664. *Commander Mill Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$0.66 on carload of flour from Duluth, Minn., to Rolfe, Pa., on account of excessive estimated weight.

665. *Minnesota Flour Mill Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$0.51 on carload of flour from Stillwater, Minn., to Hamburg, Pa., on account of excessive weight.

666. *Eagle Roller Mill Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$0.98 on carload of flour from New Ulm, Minn., to Harrisburg, Pa., on account of excessive estimated weight.

667. *Jennison Brothers & Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$1.51 on carload of flour from Janesville, Minn., to Lebanon, Pa., on account of excessive estimated weight.

668. *Everett, Aughenbaugh Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$1.04 on carload of flour from Waseca, Minn., to Mont Clare, Pa., on account of excessive estimated weight.

669. *Wylie, Son & Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$0.98 on carload of flour from Milwaukee, Wis., to Baltimore, Md., on account of excessive estimated weight.

671. *San Pedro, Los Angeles & Salt Lake Railroad Company v. Chicago & Northwestern Railway Company.* December 1, 1907. Refund of \$273 on shipment of 3 dining cars from Chicago, Ill., to Salt Lake City, Utah, on account of excessive rate.

674. *L. Goldsmith & Son v. Southern Railway Company.* December 10, 1907. Refund of \$30.69 on carload of trunk slats from Johnson City, Tenn., to Newark, N. J., on account of excessive rate.

675. *O. L. Owen v. Eastern Railway Company of New Mexico.* December 11, 1907. Refund of \$40 on 2 carloads of sand from Fort Sumner, N. Mex., to Clovis, N. Mex., on account of excessive rate.

676. *Railway Lumber & Supply Company v. Missouri Pacific Railway Company.* December 9, 1907. Refund of \$54.01 on carload of oak ties from Dermott, Ark., to Lincoln, Nebr., on account of misrouting by carrier's agent.

677. *Penn Lumber Company v. Missouri Pacific Railway Company.* January 2, 1908. Refund of \$38.56 on shipment of lumber from Bierne, Ark., to Fairport, N. Y., on account of misrouting by carrier's agent.

679. *Carnegie Steel Company v. Pennsylvania Railroad Company.* January 2, 1908. Refund of \$113.73 on 7 carloads of ore from Chester, Pa., to Munhall, Cochran, Clairton, and Donora, Pa., on account of excessive rate.

680. *Estabrook-Skeele Lumber Company v. Illinois Central Railroad Company.* December 16, 1907. Refund of \$18.64 on shipment of spokes from Jackson, Tenn., to Stoughton, Wis., on account of excessive rate.

681. *Central Broom Company v. Missouri Pacific Railway Company.* December 11, 1907. Refund of \$1.65 on 4 shipments of brooms from Jefferson City, Mo., to Owatonna, Minn., on account of misrouting by carrier's agent.

683. *Batelle & Renwick v. Mallory Steamship Company.* December 16, 1907. Refund of \$55.28 on shipment of sulphur from New York, N. Y., to Chattanooga, Tenn., on account of excessive rate.

685. *Meinrath Brokerage Company v. Central of Georgia Railway Company.* January 25, 1908. Refund of \$11.74 on shipment of canned goods from Baltimore, Md., to Kansas City, Mo., on account of excessive rate.

686. *American Granite Company v. New York Central Lines.* January 24, 1908. Refund of \$13.12 on 6 boxes of granite from Hardwich, Vt., to Delaware, Ohio, on account of misrouting by carrier's agent.

687. *Clark & Wilson Lumber Company v. Oregon Railroad & Navigation Company.* February 28, 1908. Refund of \$135.12 on carload of lumber from Linnton, Oreg., to Curries, Nev., on account of misrouting by carrier's agent.

688. *H. E. Siman v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* December 21, 1907. Refund of \$16.74 on shipments of cattle from Bonesteel, S. Dak., to Winside, Nebr., on account of excessive rate.

689. *National Wholesale Lumber Dealers' Association v. Norfolk & Western Railway Company.* January 22, 1908. Refund of \$26.07 on carload of lumber from Rustburg, Va., to East Pittsburg, Pa., on account of misrouting by carrier's agent.

690. *McCaw Manufacturing Company v. Georgia Railroad.* December 14, 1907. Refund of \$100.17 on 12 shipments of soap from Macon, Ga., to Newbern, N. C., on account of excessive rate.

692. *Lyon Cypress Lumber Company v. Yazoo & Mississippi Valley Railroad Company.* February 29, 1908. Refund of \$5.58 on 2 carloads of lumber from Garyville, La., to Robinson, Ill., on account of excessive rate.

693. *Standard Novelty Works v. St. Louis Southwestern Railway Company.* December 16, 1907. Refund of \$53 on 2 shipments of lumber from Waldo, Ark., to Garden City, Kans., on account of misrouting by carrier's agent.

694. *Western Tie & Timber Company v. Missouri Pacific Railway Company.* December 13, 1907. Refund of \$16.13 on carload of oak piling from McAlmont, Ark., to Hannibal, Mo., on account of misrouting by carrier's agent.

695. *American Milling Company v. Illinois Central Railroad Company.* December 27, 1907. Refund of \$120 on shipments of cotton-seed meal from Dyersburg, Tenn., to Linden, Ind., on account of misrouting by defendant's agent.

696. *Agent, Chicago, Burlington & Quincy Railroad Company v. St. Louis Southwestern Railway Company.* December 12, 1907. Refund of \$11.25 on carload of oak staves from Paragould, Ark., to South Omaha, Nebr., on account of misrouting by carrier's agent.

697. *American Hide & Leather Company v. Erie Railroad Company.* March 3, 1908. Refund of \$85.44 on shipments of bark from points in Michigan to Ballston, N. Y., on account of excessive rate.

700. *C. S. Christenson Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* December 23, 1907. Refund of 60 cents on carload of flour from Madelia, Minn., to Blair, Wis., on account of misrouting by carrier's agent.

701. *W. T. Ferguson Lumber Company v. Louisiana & Arkansas Railway Company.* December 17, 1907. Refund of \$3.83 on carload of lumber from Minden, La., to Hawk, Mo., on account of misrouting by carrier's agent.

702. *American Locomotive Company v. New York Central & Hudson River Railroad Company.* December 23, 1907. Refund of \$23,237.50 on shipment of locomotives from Schenectady, N. Y., to Sault Ste. Marie, Ontario, on account of error in not re-issuing tariff.

703. *Spring Valley Iron & Ore Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* December 28, 1907. Refund of \$440.80 on shipments of ore from Virginia, Minn., to Spring Valley, Wis., on account of excessive minimum carload weight.

704. *Pecan Gap Cotton Oil Company v. Gulf, Colorado & Santa Fe Railway Company.* January 11, 1908. Refund of \$402.42 on 3 carloads of cotton seed from Davis, Okla., to Pecan Gap, Tex., on account of excessive rate.

706. *Volkmer Lumber Company v. Missouri Pacific Railway Company.* December 16, 1907. Refund of \$8.87 on carload of lumber from Tuckerton, Ark., to Galesburg, Ill., on account of misrouting by carrier's agent.

707. *Theo. Hoeffeller & Company v. Southern Railway Company.* December 17, 1907. Refund of \$2.23 on shipment of rope from Nashville, Tenn., to Chagrin Falls, Ohio, on account of misrouting by carrier's agent.

708. *Antle-Linley Grain Company v. Missouri Pacific Railway Company.* December 16, 1907. Refund of \$25.51 on carload of corn from Atchison, Kans., to Nashville, Tenn., on account of misrouting by carrier's agent.

710. *American Smelting and Refining Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* March 31, 1908. Refund of \$3,213.74 on shipments of ore from Goldfield, Nev., to Murray, Utah, on account of excessive rate.

711. *Dana & Company v. Philadelphia & Reading Railway Company.* December 26, 1907. Refund of \$28.32 on shipment of ferro-silicon from Philadelphia, Pa., to South Bethlehem, Pa., on account of excessive rate.

712. *Duluth Superior Milling Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of 60 cents on shipment of flour from Duluth, Minn., to Williamsport, Pa., on account of excessive estimated weight.

713. *Dighton Furnace Company, North Dighton, Mass., and White, Warner Company, Taunton, Mass. v. New York, New Haven & Hartford Railroad Company.* December 16, 1907. Refund of \$25 and \$60, respectively, on shipments of pig iron from East Providence, R. I., to North Dighton and Weir Branch, Mass., on account of excessive rate.

714. *Baird Produce Company v. Manistee & Northeastern Railroad Company.* January 11, 1908. Refund of \$36.43 on shipment of potatoes from Glengarry, Mich., to Chicago, Ill., on account of excessive rate.

715. *Pine Belt Lumber Company v. St. Louis & San Francisco Railroad Company.* December 23, 1907. Refund of \$14.34 on 2 carloads of lumber from Swink and Fort Towson, Okla., to Lebanon and Republic, Mo., on account of excessive rate.

716. *Jennison Brothers & Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of \$1.27 on shipment of flour from Janesville, Minn., to Lebanon, Pa., on account of excessive estimated weight.

717. *Wylie, Son & Company v. Erie & Western Transportation Company.* January 4, 1908. Refund of 98 cents on shipment of flour from Milwaukee, Wis., to Baltimore, Md., on account of excessive estimated weight.

722. *Menomonie Hydraulic Press Brick Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* January 8, 1908. Refund of \$2 on shipment of brick from Brickton, Ill., to Menomonie, Wis., on account of excessive minimum carload weight.

724. *G. H. Barnes Hardwood Lumber Company v. St. Louis Southwestern Railway Company.* December 23, 1907. Refund of \$21.36 on shipment of lumber from Paragould, Ark., to Oelwein, Iowa, on account of misrouting by carrier's agent.

725. *W. C. Wood Lumber Company v. Gulf & Ship Island Railroad Company.* December 23, 1908. Refund of \$10.20 on shipment of lumber from Collins, Miss., to McKees Rocks, Pa., on account of excessive rate, due to error in tariff, making same illegal.

726. *T. J. Moss Tie Company v. St. Louis & San Francisco Railroad Company.* January 17, 1908. Refund of \$574 on 23 carloads of ties from Joppa, Ill., to Sanford and St. Marys, Ind., on account of excessive rate.

728. *William Buchanan v. St. Louis Southwestern Railway Company.* December 28, 1907. Refund of \$15.02 on shipment of lumber from Springhill, La., to Calumet, Mich., on account of misrouting by carrier's agent.

731. *J. W. Biles Company v. Baltimore & Ohio Southwestern Railroad Company.* January 1, 1908. Refund of \$134.04 on shipments of dried grain from Louisville, Ky., to St. Bernard, Ohio, on account of excessive rate.

732. *Agent, Southern Railway Company v. Yazoo & Mississippi Valley Railroad Company.* December 27, 1907. Refund of \$13.62 on 25 bales of cotton from Yazoo, Miss., to Piedmont, Ala., on account of misrouting by carrier's agent.

734. *Rock Island Sash & Door Works v. Chicago, Burlington & Quincy Railroad Company.* December 27, 1907. Refund of \$4.19 on carload of sash and doors from Rock Island, Ill., to Paterson, N. J., on account of excessive rate.

735. *Ten Mile Lumber Company v. Gulf & Ship Island Railroad Company.* December 19, 1907. Refund authorized on carload of lumber from Tennile, Miss., to Louisville, Ky., on account of error in tariff which made it illegal and void at the time shipment moved.

736. *Schwarzchild & Sulzberger Company v. Chicago, Burlington & Quincy Railroad Company.* February 28, 1908. Refund of \$17.57 on 6 carloads of meat from Kansas City, Mo., to Denver, Colo., on account of oversight in publishing tariff.

738. *Greenville Carolina Power Company v. Southern Railway Company.* April 25, 1908. Refund of \$465.43 on shipment of contractor's outfit from Greenville, S. C., to Andover, Mass., and Bar Mills, Me., on account of excessive rate.

739. *M. Hayman & Company v. Central of Georgia Railway Company.* January 3, 1908. Refund of \$100.03 on 2 carloads of waste from Albany, Ga., to New York City, on account of excessive rate.

748. *Charles Dreifus Company v. Norfolk & Western Railway Company.* January 2, 1908. Refund of \$65.39 on 3 carloads of scrap iron from Ronaoke, Va., to Donaghmore, Pa., on account of excessive rate.

750. *Headley Lumber Company v. Gulf & Ship Island Railroad Company.* December 27, 1907. Refund of \$19.30 on carload of lumber from Collins, Miss., to Hume, Ill., on account of error in tariff making same illegal and void at the time shipment moved.

757. *Wilson-Popham Cattle Company v. Eastern Railway Company of New Mexico.* January 22, 1908. Refund of \$41.80 on shipment of cattle from Pecos, Tex., to Kansas City, Mo., on account of excessive rate.

760. *Aragon Mills v. Seaboard Air Line Railway.* January 22, 1908. Refund of \$52.95 on shipment of coal from Dora, Ala., to Aragon, Ga., on account of excessive rate.

761. *Universal Portland Cement Company v. Southern Pacific Company.* January 30, 1908. Refund of \$691.94 on 10 shipments of cement from Buffington, Ind., to Pacific coast points on account of excessive minimum carload weight.

765. *Lutcher & Moore Cypress Lumber Company v. Yazoo & Mississippi Valley Railroad Company.* February 1, 1908. Refund of \$10.78 on 2 carloads of lumber from Lutcher, La., to Robinson, Ill., on account of excessive rate.

766. *Industrial Lumber Manufacturing Company v. Gulf & Ship Island Railroad Company.* December 21, 1907. Refund of \$27.76 on 3 carloads of lumber from Luberton and Tennile, Miss., to McKees Rocks, Pa., on account of excessive rate.

767. *Eastman, Gardner & Company v. Gulf & Ship Island Railroad Company.* December 23, 1907. Refund of \$32.64 on 4 shipments of lumber from Laurel, Miss., to Gillespie and Kewanee, Ill., Russiaville, Ind., and St. Louis, Mo., on account of excessive rate due to error in tariff making same illegal.

769. *Barrett Manufacturing Company v. Chicago, Milwaukee & St. Paul Railway Company.* February 15, 1908. Refund of \$21 on shipment of roofing paper from St. Joseph, Mich., to Charles City, Iowa, on account of excessive rate.

770. *First National Bank v. Adams Express Company.* December 30, 1907. Refund of \$260 on shipment of silver coin from Denver, Colo., to St. Louis, Mo., on account of excessive rate.

771. *W. W. Herron Lumber Company v. Gulf & Ship Island Railroad Company.* December 27, 1907. Refund of \$7.46 on shipment of lumber from Tennile, Miss., to Butler, Pa., on account of error in tariff making same void at time shipment moved.

772. *Peter Kuntz v. Gulf & Ship Island Railroad Company.* December 28, 1907. Refund of \$9.12 on shipment of lumber from Wiggins, Ind., to Middleton, Ind., on account of error in tariff making same illegal and void at time shipment moved.

773. *Nicola, Stone & Meyers Company v. Gulf & Ship Island Railroad Company.* March 6, 1908. Refund of \$6.37 on shipment of lumber from Epps, Miss., to Cairo, Ill., on account of excessive rate.

776. *D. G. Cutler Company v. Great Northern Railway Company.* December 28, 1907. Refund of \$53.24 on carload of salt from Duluth, Minn., to Glasgow, Mont., on account of oversight in republication of tariff.

777. *Marblehead Lime Company v. Atchison, Topeka & Santa Fe Railway Company.* December 17, 1907. Refund of \$20 on carload of lime from Brillion, Wis., to Joliet, Ill., on account of excessive rate.

783. *Taylor Milling & Elevator Company v. Great Northern Railway Company.* January 28, 1908. Refund of \$318.02 on 2 carloads of machinery and 2 carloads of lumber from Murdock, Minn., to Lethbridge and Alberta, on account of excessive rate.

785. *Studebaker Brothers Company v. Oregon Short Line Railroad Company.* February 19, 1908. Refund of \$478.40 on shipment of vehicles from South Bend, Ind., to Logan and Malad, Utah, on account of excessive rate.

786. *Gulfport Lumber Company v. Gulf & Ship Island Railroad Company.* December 23, 1907. Refund of \$15.22 on shipment of lumber from Maxie, Miss., to Savanna, Ill., on account of error in tariff making same illegal.

787. *Chicago Lumber & Coal Company v. Gulf & Ship Island Railroad Company.* December 23, 1907. Refund of \$8 on shipment of lumber from Gandsi, Miss., to Peru, Ind., on account of excessive rate.

788. *Agent at Twin Falls, Idaho, v. Oregon Short Line Railroad Company.* January 31, 1908. Refund of \$83.36 on shipments of emigrant movables from points on its line to Twin Falls, Idaho, on account of inadvertence in canceling rate.

789. *H. D. Lee Mercantile Company v. Union Pacific Railroad Company.* March 20, 1908. Refund of \$5.94 on carload of watermelons from Kansas City, Mo., to Salina, Kans., on account of excessive rate.

796. *Florida Cotton Oil Company v. Southern Railway Company.* December 28, 1907. Refund of \$27.15 on carload of cotton seed from Bremen, Ga., to Jacksonville, Fla., on account of excessive rate.

798. *Peerless Transit Company v. Pennsylvania Railroad Company.* February 21, 1908. Refund of \$20.34 on shipment of tank car of gasoline from Struthers, Pa., to East St. Louis, Ill., on account of excessive rate.

800. *Manhattan Electrical Supply Company v. Pennsylvania Railroad Company.* January 29, 1908. Refund of \$82.07 on six carloads of manganese ore from Baltimore, Md., to Ravenna, Ohio, on account of misunderstanding resulting in canceling of rate.

801. *Northwestern Fuel Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* January 18, 1908. Refund of \$2 on shipment of lumber from Superior, Wis., to Minnesota Transfer, Minn., on account of misrouting by carrier's agent.

802. *Peerless Transit Company v. Pennsylvania Railroad Company.* January 23, 1908. Refund of \$31.47 on shipments of oil from Titusville and Struthers, Pa., to Memphis, Tenn., on account of excessive rate.

804. *Parsons Band Cutter & Self Feeder Company v. Chicago, Rock Island & Pacific Railway Company.* January 13, 1908. Refund of \$1.97 on shipment from Axtell, Nebr., to Newton, Iowa, on account of misrouting by carrier's agent.

807. *William F. Allen & Company v. Central Railroad Company of New Jersey.* January 21, 1908. Refund of \$39.04 on shipment of plastering hair from Wautauga, Tenn., to Newark, N. J., on account of excessive rate.

810. *Hickman, Williams & Company v. Pennsylvania Railroad Company.* January 24, 1908. Refund of \$11.76 on carload of silicon from Jersey City, N. J., to Pittsburg, Pa., on account of inadvertence in publishing rate schedule.

812. *E. A. Upstill & Company v. Baltimore & Ohio Railroad Company.* January 22, 1908. Refund of \$554.94 on shipments of coal from Benwood, W. Va., to Milton Siding, N. J., on account of excessive rate.

813. *L. W. Pratt, Secretary, Tacoma Chamber of Commerce v. Northern Pacific Railway Company.* January 6, 1908. Refund of \$209.10 on shipment of exhibits from Tacoma, Wash., to Pittsburg, Pa., on account of delay in securing permission to publish rate.

814. *E. W. Mudge & Company v. Philadelphia & Reading Railway Company.* January 4, 1908. Refund of \$26.87 on 2 carloads of scrap iron from Trenton, N. J., to Mount Dallas, Pa., on account of excessive rate.

816. *Western Meat Company v. Southern Pacific Company.* January 30, 1908. Refund of \$261.20 on shipments of hogs and sheep from various points to San Francisco, Cal., on account of error in publishing tariff.

819. *Interstate Oil Company v. Kansas City Southern Railway Company.* January 14, 1908. Refund of \$6.78 on 11 shipments of oil from Kansas City, Mo., to Joplin, Mo., on account of excessive rate.

825. *N. L. Williams v. Atchison, Topeka & Santa Fe Railway Company.* January 29, 1908. Refund of \$25.41 on carload of corn from Newkirk, Okla., to Ladonia, Tex., on account of error in publishing tariff.

826. *Commercial Milling Company v. Canadian Pacific Railway Company.* January 3, 1908. Refund of \$18 on carload of flour from Detroit, Mich., to Ashland, Me., on account of excessive rate.

827. *Utah Junk Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* February 21, 1908. Refund of \$435 on shipment of scrap iron from Las Vegas, Nev., to Salt Lake City, Utah, on account of excessive rate.

829. *Kalamazoo Tank & Silo Company v. Michigan Central Railroad Company.* December 17, 1907. Refund of \$77.76 on shipment of silo material from Kalamazoo, Mich., to Cleveland, Wis., on account of excessive rate.

830. *Frank M. Cramer v. Toledo, St. Louis & Western Railroad Company.* December 12, 1907. Refund of \$84.72 on 41 carloads of coal from Coffeen, Ill., to Toledo, Ohio, on account of cars not being large enough to carry the tariff minimum carload weight.

832. *Loudon Hosiery Mills v. Southern Railway Company.* January 21, 1908. Refund of 48.50 on 10 shipments of cotton hosiery from Loudon, Tenn., to various points on account of excessive rate.

834. *Wilson, Popham Cattle Company v. Southern Kansas Railway Company of Texas.* December 30, 1907. Refund of \$80.11 on shipments of cattle from Pecos, Tex., to White Deer, Tex., on account of excessive rate.

835. *W. P. Devereux Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* December 16, 1907. Refund of \$17 on carload of hay from Bloomer, Wis., to Cairo, Ill., on account of misrouting by carrier's agent.

836. *Northwestern Leather Company v. Canadian Pacific Railway Company.* December 14, 1907. Refund of \$66.82 on 18 shipments of bark from Dayton and Bruce, Ontario, to Sault Ste. Marie, Mich., on account of excessive rate.

837. *Ream & Roebeck v. Michigan Central Railroad Company.* December 28, 1907. Refund of \$79.10 on 3 carload shipments of manure from Chicago, Ill., to Niles, Mich., on account of excessive rate.

839. *Atlantic Export Company v. New York, New Haven & Hartford Railroad Company.* February 24, 1908. Refund of \$102.45 on shipments of brewers' grain from Providence, R. I., to New York, N. Y., for export on account of excessive rate.

840. *Booth-McClintock Company v. Atchison, Topeka & Santa Fe Railway Company.* April 14, 1908. Refund of \$188.32 on shipment of dried fruit from Fresno, Cal., to Spokane, Wash., on account of excessive rate.

841. *Thomas W. Collins & Company v. Southern Pacific Company.* April 24, 1908. Refund of \$16.89 on shipment of empty beer packages from Oakland, Cal., to Milwaukee, Wis., on account of error by carrier in not following shipping instructions.

843. *Chicago Lumber & Coal Company v. Gulf & Ship Island Railroad Company.* January 2, 1908. Refund of \$81.22 on 10 carloads of lumber from and to various points on account of error in tariff making same illegal and void at time shipment moved.

844. *Lewis-Vidger-Loomis Company v. Northern Pacific Railway Company.* January 3, 1908. Refund of \$23.18 on 2 shipments of grapes from Montrose, Iowa, to Fargo, N. Dak., on account of excessive rate.

848. *J. Watts Kearney & Sons v. Morgan's Louisiana & Texas Railroad & Steamship Company.* January 29, 1908. Refund of \$28.64 on shipment of lime from Nashville, Tenn., to Oliver, La., on account of excessive rate.

849. *American Iron & Steel Manufacturing Company v. Southern Pacific Company.* January 17, 1908. Refund of \$498.49 on shipment of railroad material from Reading, Pa., to De Quincy, La., on account of excessive rate.

850. *Pecos Valley Irrigated Land Company v. Pecos Valley Lines.* January 3, 1908. Refund of \$166.78 on carload of oats from Artesia, N. Mex., to El Paso, Tex., on account of excessive rate.

851. *Finkbine Lumber Company v. Gulf & Ship Island Railroad Company.* December 27, 1907. Refund of \$110.78 on 13 carloads of lumber from Wiggins, Miss., to various points on account of error in tariff making same illegal and void at time shipment moved.

854. *Willow River Lumber Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* January 4, 1908. Refund of \$16.45 on carload of lumber from New Richmond, Wis., to Cactus, S. Dak., on account of misrouting by carrier's agent.

858. *Longville Long Leaf Lumber Company v. Shreveport, Alexandria & Southwestern Railway System.* April 29, 1908. Refund of \$759.80 on 9 carloads of sand from Loeb and Fletcher, Tex., to Longville, La., on account of excessive rate.

860. *Charles A. Schieren & Company v. Norfolk & Western Railway Company.* January 24, 1908. Refund of \$66.55 on carload of bark from Bristol, Va., to Kaulmont, Pa., on account of excessive rate.

861. *Moore & Munger v. Southern Railway Company.* February 18, 1908. Refund of \$18.71 on shipment of clay from Langley, S. C., to Carthage, N. Y., on account of error in publishing tariff.

864. *Morse Hardware Company v. Great Northern Railway Company.* April 30, 1908. Refund of \$35.20 on shipment of wheels from Terre Haute, Ind., to Bellingham, Wash., on account of excessive rate.

866. *Covina Fruit Exchange v. Southern Pacific Company.* January 18, 1908. Refund of \$999.75 on 3 carloads of oranges from Covina, Cal., to Monroe, La., Vicksburg, Miss., and Marshall, Tex., on account of excessive rate.

868. *S. A. Gibbs & Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* January 23, 1908. Refund of \$27.29 on shipment of shingles from Mount Vernon, Wash., to Jackson, Miss., on account of misrouting by carrier's agent.

870. *William Cameron & Company v. Texas & New Orleans Railroad Company.* January 27, 1908. Refund of \$7.44 on shipment of lumber from Nona, Tex., to Coalgate, Okla., on account of misrouting by carrier's agent.

873. *Cranberry Furnace Company v. Southern Railway Company.* February 17, 1908. Refund of \$4,446.29 on shipments of coke from Bluefield, W. Va., to Johnson City, Tenn., on account of rate having been inadvertently canceled by carrier.

874. *Lindsay Brothers v. Chicago & Northwestern Railway Company et al.* January 6, 1908. Refund of \$4 on shipments of twine from Milwaukee, Wis., to Spencer, Iowa, on account of excessive rate.

875. *Robinson Cider, Vinegar & Pickle Company v. Illinois Central Railroad Company.* January 6, 1908. Refund of \$23.34 on shipment of cider and vinegar from Benton Harbor, Mich., to Rockford, Ill., on account of excessive rate.

876. *M. R. Grant v. New Orleans & Northeastern Railroad Company.* January 9, 1908. Refund of \$7.20 on carload of lumber from Igo, Miss., to Casnovia, Mich., on account of excessive rate.

877. *Alphons Custodis Chimney Construction Company v. Central Railroad Company of New Jersey.* March 27, 1908. Refund of \$183.85 on shipment of brick from Sayreville, N. J., to Lafayette, Pa., on account of excessive rate.

879. *E. E. Doggett v. Atchison, Topeka & Santa Fe Railway Company.* January 27, 1908. Refund of \$75.07 on 2 shipments of coal from Burlingame, Kans., to Enid, Okla., on account of excessive rate.

880. *Lake County Manufacturing Company v. Dyersburg Northern Railroad Company.* April 17, 1908. Refund of \$397.96 on shipment of cotton-seed oil from Tiptonville, Tenn., to Chicago, Ill., on account of excessive rate.

881. *M. F. Albert et al. of G. A. R. v. Oregon Short Line Railroad Company.* January 13, 1908. Refund of \$148 return fare from Rathdrum, Idaho, G. A. R. encampment, to Spokane, Wash., etc., on account of misunderstanding as to date of meeting.

882. *Nevada Hills Mining Company v. Oregon Short Line Railroad Company.* February 19, 1908. Refund of \$356.38 on shipment of ore from Fallon, Nev., to Murray, Utah, on account of excessive rate.

885. *Island Paper Company v. Wisconsin Central Railway Company.* January 8, 1908. Refund of \$10 on carload of paper from Menasha, Wis., to Fort Wayne, Ind., on account of misrouting by carrier's agent.

886. *Firth-Sterling Steel Company v. Baltimore & Ohio Railroad Company.* January 23, 1908. Refund of \$87.20 on 5 carloads of brick from Uniontown, D. C., to siding near Uniontown, D. C., on account of excessive rate.

888. *Theodore Hofeller & Company v. Michigan Central Railroad Company.* February 7, 1908. Refund of \$91.07 on shipments of waste paper from Buffalo, N. Y., to Kimberly and Appleton, Wis., on account of excessive rate.

890. *E. V. Babcock & Company v. Louisville & Nashville Railroad Company.* February 10, 1908. Refund of \$28 on carload of lumber from Babcock, Ga., to Hopedale, Ohio, on account of misrouting by carrier's agent.

891. *Tennessee Coal, Iron & Railroad Company v. Alabama Great Southern Railroad Company.* January 14, 1908. Refund of \$9.45 on shipment of bar iron from Bessemer, Ala., to Corinth, Miss., on account of error in publishing tariff on part of Southern Railway Company.

894. *Fort Smith Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* February 3, 1908. Refund of \$29 on carload of rails from Memphis, Tenn., to Southard, Ark., on account of oversight in not canceling rate.

897. *Cardiff Gypsum Plaster Company v. Chicago Great Western Railway Company.* January 29, 1908. Refund of \$10.80 on carload of plaster from Fort Dodge, Iowa, to Bancroft, S. Dak., on account of misrouting by carrier's agent.

898. *Standard Box Company v. Atlantic Coast Line Railroad Company.* January 13, 1908. Refund of \$151.08 on shipments of cedar lumber from Tampa, Fla., to Sandusky Ohio, on account of excessive rate.

900. *Philadelphia Steel Company v. Southern Railway Company.* January 24, 1908. Refund of \$142.17 on carload of railway track material from Steelton, Pa., to Mobile, Ala., on account of error in publishing rate schedule.

901. *Baird Produce Company v. Manistee & Northeastern Railroad Company.* January 13, 1908. Refund of \$28.68 on carload of potatoes from Glengarry, Mich., to Chicago, Ill., on account of excessive rate.

904. *Agent at Mankato, Minn., of Chicago, Rock Island & Pacific Railway Company v. Missouri Pacific Railway Company.* January 27, 1908. Refund of \$363.70 on 5 carloads of staves from Dermott, Ark., to Mankato, Minn., on account of misrouting by carrier's agent.

905. *Mrs. J. H. Urich v. Cornwall & Lebanon Railroad Company.* January 20, 1908. Refund of \$21.60 for ticket from Lebanon, Pa., to Denver, Colo., and return on account of misunderstanding between agent and complainant causing the latter to purchase ticket at regular one-way rate when a special excursion rate was in effect.

908. *W. L. Shropshire et al. v. Philadelphia & Reading Railway Company.* January 9, 1908. Refund of \$61.20 to W. L. Shropshire and \$72.48 to D. C. Blizzard on shipments of berries from Hammonton, N. J., to Springfield, Mass., Providence, R. I., and Boston, Mass., on account of excessive rate.

909. *A. Ambrosini v. Wisconsin Central Railway Company.* February 24, 1908. Refund of \$47.20 on shipment of household goods from St. Paul, Minn., to Los Angeles, Cal., on account of misrouting by carrier's agent.

910. *Texas Star Flour Mills v. Gulf, Colorado & Santa Fe Railway Company.* March 11, 1908. Refund of \$62 on carload of corn from Wayne, Okla., to Galveston, Tex., on account of carrier using car of 60,000 pounds capacity for its own convenience.

911. *L. B. Tebbetts & Sons Carriage Company v. Missouri Pacific Railway Company.* November 25, 1907. Refund of \$2.01 on shipment of buggies from St. Louis, Mo., to St. Martinsville, La., on account of misrouting by carrier's agent.

912. *Kansas Portland Cement Company v. Union Pacific Railroad Company.* December 11, 1907. Refund of \$161.12 on shipment of cement from Gas, Kans., to Whittier, Cal., on account of excessive rate.

913. *Ozan Lumber Company v. St. Louis, Iron Mountain & Southern Railway Company.* December 11, 1907. Refund of \$47.12 on shipment of lumber from Clarks, La., to Oronoque, Kans., on account of misrouting by carrier's agent.

914. *A. L. Houghton & Company v. Missouri Pacific Railway Company.* January 13, 1908. Refund of \$5.39 on shipment of oak lumber from Clover Bend, Ark., to Clinton, Iowa, on account of misrouting by carrier's agent.

916. *Chicago Lumber & Coal Company v. St. Louis Southwestern Railway Company.* January 24, 1908. Refund of \$17.65 on carload of lumber from Stables, La., to St. Elmo, Ill., on account of misrouting by carrier's agent.

917. *Central Broom Company v. Missouri Pacific Railway Company.* January 21, 1908. Refund of \$2.05 on 2 shipments of brooms from Jefferson City, Mo., to Yazoo City, Miss., on account of misrouting by carrier's agent.

918. *In the matter of relief of agents of Chicago, Burlington & Quincy Railroad Company.* February 14, 1908. Refund of \$139.40 on 3 carloads of lumber from Lothrop, Mont., to Oxford and Crawford, Nebr., and Wray, Colo., on account of excessive minimum carload weight.

919. *Carpenter Glass Lumber Company v. Great Northern Railway Company.* January 23, 1908. Refund of \$16.97 on carload of maple flooring from Wells, Mich., to Duluth, Minn., on account of excessive rate.

922. *United States Cast-Iron Pipe & Foundry Company v. Chicago & Northwestern Railway Company.* February 4, 1908. Refund of \$245.35 on 2 carloads of cast-iron pipe from East St. Louis, Ill., to Sturgis, S. Dak., on account of tariff not being clear and specific.

923. *Zeigler Coal Company v. Minneapolis & St. Louis Railroad Company.* January 14, 1908. Refund of \$106.18 on 2 carloads of coal from Zeigler, Ill., to Minneapolis, Minn., on account of excessive rate.

924. *R. E. Wood Lumber Company v. Virginia & Southwestern Railway Company.* January 22, 1908. Refund of \$16.04 on carload of lumber from Buladeen, Ky., to Arcanum, Ohio, on account of misrouting by carrier's agent.

926. *Superior Manufacturing Company v. Great Northern Railway Company.* January 24, 1908. Refund of \$86.70 on carload of lime and salt from Superior, Wis., to Malta, Mont., on account of clerical error in publishing tariff.

928. *Bissinger & Company v. Northern Pacific Railway Company.* January 30, 1908. Refund of \$143.90 on shipments of hides, etc., from Spokane, Wash., to Portland, Oreg., on account of excessive rate.

929. *Pressed Steel Car Company v. Erie Railroad Company.* February 18, 1908. Refund of \$1.97 on 12 sets of McCord Draft Center from Burnham, Ill., to McKee's Rocks, Pa., on account of misrouting by carrier's agent.

930. *T. M. Partridge Lumber Company v. Minneapolis & St. Louis Railroad Company.* January 17, 1908. Refund of \$9.88 on shipment of lumber from Iron River, Wis., to Humboldt, Iowa, on account of excessive minimum carload weight.

932. *Missoula Mercantile Company v. Northern Pacific Railway Company.* February 24, 1908. Refund of \$39.41 on carload of sugar from San Francisco, Cal., to Taft, Mont., on account of excessive rate.

933. *L. Stark & Company v. Manistee & Northeastern Railroad Company.* May 8, 1908. Refund of \$69.90 on shipments of potatoes from Buckley, Mich., to Chicago, Ill., on account of error in publishing tariff.

934. *Payson-Smith Lumber Company v. St. Louis Southwestern Railway Company.* January 25, 1908. Refund of \$29.40 on carload of lumber from Henderson Mound, Mo., to Lincoln, Nebr., on account of misrouting by carrier's agent.

935. *Berthold & Jennings v. St. Louis Southwestern Railway Company.* May 22, 1908. Refund of \$8.17 on carload of lumber from Weiner, Ark., to Oelwein, Iowa, on account of misrouting by carrier's agent.

936. *Great Western Oil Company v. Colorado & Southern Railway Company.* March 19, 1908. Refund of \$480.84 on carload of oil from Robinson, Ill., to Denver, Colo., on account of excessive rate.

940. *Southern Saw Mill Company v. Texas & Pacific Railway Company.* January 25, 1908. Refund of \$57.16 on 3 carloads of lumber from Baileys Spur, La., to St. Louis, Mo., on account of excessive rate.

942. *Golconda Cattle Company v. Southern Pacific Company.* February 1, 1908. Refund of \$88.50 on shipment of lumber from Truckee, Cal., to Golconda, Nev., on account of excessive rate.

943. *Guthrie Brothers v. St. Louis & San Francisco Railroad Company et al.* January 31, 1908. Refund of \$55 on 10 carloads of live stock from Haverhill, Kans., to Chicago, Ill., on account of error in publishing tariff.

945. *Whitney & Company v. Atchison, Topeka & Santa Fe Railway Company.* January 27, 1908. Refund of \$11.11 on shipment of paper boxes from Leominster, Mass., to Phoenix, Ariz., on account of excessive rate.

950. *White Sulphur Lumber Company v. Louisiana & Arkansas Railway Company.* February 1, 1908. Refund of \$50.20 on a locomotive from Lima, Ohio, to Jena, La., on account of excessive rate.

954. *Benedict, Downs & Company v. New York, New Haven & Hartford Railroad Company.* February 21, 1908. Refund of \$4.74 on 3 shipments of coal screenings from Great Barrington, Mass., to Ansonia, Conn., on account of excessive rate.

955. *Minneapolis Paper Company v. Minneapolis, St. Paul & Sault Ste. Marie Railway Company.* January 17, 1908. Refund of \$23.93 on carload of building paper from Rockdale, Ohio, to Minneapolis, Minn., on account of excessive rate.

959. *Joseph Ferrigo v. Nashville, Chattanooga & St. Louis Railway Company.* April 6, 1908. Refund of \$151.16 on shipment of tobacco from Paducah, Ky., to Pensacola, Fla., on account of excessive rate.

961. *Menominee Hydraulic Press Brick Company v. Chicago, Milwaukee & St. Paul Railway Company.* February 5, 1908. Refund of \$4.01 on carload of brick from Mason City, Iowa, to Langford, N. Dak., on account of misrouting by carrier's agent.

968. *West Virginia Pulp & Paper Company v. Baltimore & Ohio Railroad Company.* March 20, 1908. Refund of \$145.13 on 8 carloads of pulp wood from Uniontown, Pa., to Piedmont, W. Va., on account of excessive rate.

969. *M. E. Gray v. Canadian Pacific Railway Company.* February 10, 1908. Refund of \$23.17 on carload of maple logs from Craighurst, Ontario, to Boston, Mass., on account of excessive rate.

970. *Peerless Transit Line v. Pennsylvania Railroad Company.* January 23, 1908. Refund of \$13.26 on carload of oil from Struthers, Pa., to Memphis, Tenn., on account of excessive rate.

972. *Minneapolis Drug Company v. Western Transit Company.* January 30, 1908. Refund of \$24.57 on shipment of Paris green from New York, N. Y., to Minneapolis, Minn., on account of excessive rate.

974. *Marshall-Wells Hardware Company v. Duluth, South Shore & Atlantic Railway Company.* February 19, 1908. Refund of \$1.66 on shipment of washers from Columbus, Ohio, to Duluth, Minn., on account of excessive rate.

975. *In the matter of relief of agent at Moneta, Wyo., and Big Horn Sheep Company v. Wyoming & Northwestern Railway Company.* January 30, 1908. Refund of \$2 to Big Horn Sheep Company and release of agent at Moneta, Wyo., from collecting undercharge of \$260.77 on 3 carloads of oats from Oakdale, Neligh, and Loretto, Nebr., to Moneta, Wyo., on account of excessive rate.

979. *Western Meat Company v. Southern Pacific Company.* April 20, 1908. Refund of \$8,783.80 on 158 carloads of cattle from various points to San Francisco, Cal., on account of oversight in publication of tariffs.

980. *Barrett Manufacturing Company v. Pere Marquette Railroad Company.* February 4, 1908. Refund of \$16.61 on shipment of roofing paper from St. Joseph, Mich., to La Crosse, Wis., on account of excessive rate.

981. *Keith Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* January 30, 1908. Refund of \$448.35 on 5 carloads of lumber from Funston, Tex., to Las Cruces, N. Mex., on account of excessive rate.

985. *W. T. Ferguson Lumber Company v. Cape Girardeau & Chester Railroad Company.* January 21, 1908. Refund of \$12.57 on shipment of lumber from Buchanan, Ark., to Perryville, Mo., on account of misrouting by carrier's agent.

986. *Mohawk Mining Company v. Duluth, South Shore & Atlantic Railway Company.* March 23, 1908. Refund of \$18.30 on shipment of lumber from Buchanan, Ark., to Perryville, Mo., on account of excessive rate.

988. *E. T. Case v. Erie Railroad Company.* April 1, 1908. Refund of \$137.50 on shipment of live stock from Canandaigua, N. Y., to Jersey City, N. J., on account of excessive yardage charges.

989. *Garrett & Company v. Norfolk & Western Railway Company.* February 8, 1908. Refund of \$52.84 on carload of wire from Enfield, N. C., to St. Louis, Mo., on account of inadvertence in publishing tariff.

990. *H. Fisher v. San Pedro, Los Angeles & Salt Lake Railroad Company.* January 29, 1908. Refund of \$74.73 on shipment of scrap iron from Las Vegas, Nev., to Los Angeles, Cal., on account of excessive rate.

992. *W. W. Herron Lumber Company v. Louisville & Nashville Railroad Company.* February 21, 1908. Refund of \$115.03 on carload of lumber from Spotswood, Ala., to Springfield, Mo., on account of misrouting by carrier's agent.

995. *S. H. Bolinger & Company v. St. Louis Southwestern Railway Company.* February 26, 1908. Refund of \$39.72 on shipment of lumber from Bolinger, La., to Hopkins, Minn., on account of misrouting by carrier's agent.

996. *Western Electric Company v. St. Louis Southwestern Railway Company.* February 7, 1908. Refund of \$5.32 on shipment of empty reels returned from Waco, Tex., to Hawthorne, Ill., on account of misrouting by carrier's agent.

998. *Valley Lumber Company v. St. Louis Southwestern Railway Company.* February 13, 1908. Refund of \$32.88 on carload of lumber from Kingsland, Ark., to Dale, Okla., on account of misrouting by carrier's agent.

1000. *S. & J. C. Atlee v. Chicago, Burlington & Quincy Railroad Company.* January 27, 1908. Refund of \$65.74 on 8 carloads of lumber from Fort Madison, Iowa, to St. Louis, Mo., on account of excessive rate.

1004. *H. F. Watson Company v. Lake Shore & Michigan Southern Railway Company.* March 11, 1908. Refund of \$334.90 on 21 carloads of gas tar from Buffalo, N. Y., to Erie, Pa., on account of error in publishing tariff.

1005. *Union Stock Yards & Transit Company v. Michigan Central Railroad Company.* February 13, 1908. Refund of \$63.74 on shipment of manure from Union Stock Yards, Ill., to Paw Paw, Mich., on account of excessive rate.

1009. *G. L. Munroe & Sons v. Grand Trunk Railway Company of Canada.* April 18, 1908. Refund of \$19.14 on shipment of wood ashes from Woodstock, Ontario, to Richmondville, N. Y., on account of misrouting by carrier's agent.

1010. *Seward Trunk & Bag Company v. Norfolk & Western Railway Company.* February 27, 1908. Refund of \$1.47 on shipment of trunk trimmings from Petersburg, Va., to Terryville, Conn., on account of excessive rate.

1013. *Kokomo Steel & Wire Company v. Atchison, Topeka & Santa Fe Railway Company.* January 23, 1908. Refund of \$10.77 on carload of fence wire and nails from Kokomo, Ind., to Galesburg, Ill., on account of error in publishing tariff.

1015. *M. K. Spear v. Central Railroad Company of New Jersey.* February 7, 1908. Refund of \$80.19 on shipment of stone from Conshohocken, Pa., to Elm, N. J., on account of excessive rate.

1016. *A. Klipstein & Company v. Southern Railway Company.* April 1, 1908. Refund of \$13.21 on carload of quebracho extract from New York, N. Y., to Rome, Ga., on account of oversight in publishing rate schedule.

1017. *Joseph Ullman v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* May 11, 1908. Refund of \$26.11 on shipment of green hides from St. Paul, Minn., to White Hall and Grand Haven, Mich., on account of excessive rate.

1019. *Ragley Lumber Company v. Texas & Gulf Railway Company.* February 7, 1908. Refund of \$24.50 on carload of lumber from Ragley, Tex., to Carrier Mills, Ill., on account of misrouting by carrier's agent.

1020. *Ingham Lumber Company v. Texas & Gulf Railway Company.* February 7, 1908. Refund of \$12.81 on carload of lumber from Waterman, Tex., to Platte, City Mo., on account of misrouting by carrier's agent.

1022. *C. B. Havens & Company v. Illinois Central Railroad Company.* February 7, 1908. Refund of \$6 on carload of coal from Trenton, Ill., to Council Bluffs, Iowa, account of excessive rate.

1023. *Singer Manufacturing Company v. Southern Pacific Company.* April 28, 1908. Refund of \$123.51 on 4 shipments of sewing machines from New York, N. Y., to points in Mexico on account of omission in publishing tariff.

1024. *Ten Mile Lumber Company v. Gulf & Ship Island Railroad Company.* January 30, 1908. Refund of \$9.47 on shipment of lumber from Tenmile, Miss., to Cincinnati, Ohio, on account of tariff having been declared illegal.

1026. *W. W. Herron Lumber Company v. Gulf & Ship Island Railroad Company.* January 30, 1908. Refund of \$11.20 on shipment of lumber from Tenmile, Miss., to Butler, Pa., on account of tariff having been declared illegal.

1027. *Eastman Gardiner & Company v. Gulf & Ship Island Railroad Company.* January 30, 1908. Refund of \$55.74 on shipments of lumber from Laurel, Miss., to Louisville, Ky., and St. Louis, Mo., on account of tariff having been declared illegal.

1028. *Finkbine Lumber Company v. Gulf & Ship Island Railroad Company.* January 30, 1908. Refund of \$9.20 on shipment of lumber from Wiggins, Miss., to Cincinnati, Ohio, on account of tariff having been declared illegal.

1029. *Chicago Lumber & Coal Company v. Gulf & Ship Island Railroad Company.* January 30, 1908. Refund of \$8.66 on shipment of lumber from Lumberton, Miss., to Louisville, Ky., on account of tariff having been declared illegal.

1030. *Gress Manufacturing Company v. Gulf & Ship Island Railroad Company.* January 30, 1908. Refund of \$24.08 on shipments of lumber from Brooklyn and Rosine, Miss., to St. Louis, Mo., on account of tariff having been declared illegal.

1031. *Chicago Lumber & Coal Company v. Gulf & Ship Island Railroad Company.* January 30, 1908. Refund of \$6 on shipments of lumber from Kola, Miss., to Cincinnati, Ohio, on account of tariff having been declared illegal.

1032. *Kreger & Bradley Lumber Company v. Norfolk & Western Railway Company.* February 13, 1908. Refund of \$7.90 on 2 carloads of lumber from Meadow View, Va., to Easton, Md., on account of excessive rate.

1033. *F. P. Bath & Company v. Missouri, Kansas & Texas Railway Company.* February 21, 1908. Refund of \$352.24 on shipments of cotton compressed at Oklahoma City, Okla., on account of excessive rate.

1034. *Gulf Refining Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* February 13, 1908. Refund of \$639.39 on 21 carloads of petroleum from West Port Arthur, Tex., to New Orleans, La., on account of error in publishing tariff.

1035. *Reid, Murdoch & Company v. Atchison, Topeka & Santa Fe Railway Company.* February 25, 1908. Refund of \$184.74 on carload of rice from Markham, Tex., to Chicago, Ill., on account of excessive rate.

1036. *Ingham Lumber Company v. Texas & Gulf Railway Company.* February 10, 1908. Refund of \$17.57 on carload of lumber from Timpson, Tex., to Sioux City, Iowa, on account of misrouting by carrier's agent.

1043. *W. B. Johnson v. Chicago, Rock Island & Gulf Railway Company.* March 4, 1908. Refund of \$237.79 on shipments of grain from Hooker, Okla., to Dallas, Tex., on account of excessive rate.

1045. *Williams & Rehling v. Old Dominion Steamship Company.* February 5, 1908. Refund of \$4.90 on shipment of tobacco stems from Richmond, Va., to New Brunswick, N. J., on account of excessive rate.

1046. *Chicago Lumber & Coal Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* February 12, 1908. Refund of \$7.90 on shipment of lumber from Bibon, Wis., to East Moline, Ill., on account of misrouting by carrier's agent.

1047. *Agent at St. Joseph, Mo., of Chicago, Burlington & Quincy Railroad Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* February 11, 1908. Refund of \$36 on shipment of grain from Duluth, Minn., to St. Joseph, Mo., on account of misrouting by carrier's agent.

1048. *H. J. Hollister v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* March 4, 1908. Refund of \$32 on shipment of feed from Le Mars, Iowa, to Marquette, Mich., on account of misrouting by carrier's agent.

1049. *Lee Chamberlain & Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* February 3, 1908. Refund of \$88.10 on carload of coke from Salt Lake City, Utah, to Pasadena, Cal., on account of excessive rate.

1051. *W. P. Fuller & Company v. Atchison, Topeka & Santa Fe Railway Company.* May 15, 1908. Refund of \$17.32 on carload of linseed oil from Chicago, Ill., to Los Angeles, Cal., on account of excessive rate.

1053. *Laning-Harris Coal & Grain Company v. Missouri, Kansas & Texas Railway Company.* March 4, 1908. Refund of \$44.30 on carload of corn and bran from Kansas City, Mo., to Marfa, Tex., on account of excessive rate.

1054. *Swift & Company v. Missouri, Kansas & Texas Railway Company.* February 25, 1908. Refund of \$93.97 on carload of fresh meat from Fort Worth, Tex., to Minneapolis, Minn., on account of excessive rate.

1057. *Boice & Grogan Lumber Company v. Baltimore & Ohio Southwestern Railroad Company.* February 8, 1908. Refund of \$15.84 on shipment of lumber from Greenfield, Ohio, to Philadelphia, Pa., on account of misrouting by carrier's agent.

1060. *Acme Cement Plaster Company v. Chicago, Burlington & Quincy Railroad Company.* February 3, 1908. Refund of \$105 on 2 carloads of cement plaster from Laramie, Wyo., to Basin, Wyo., on account of excessive rate.

1061. *Donovan-McCormick Company v. Chicago, Burlington & Quincy Railroad Company.* April 30, 1908. Refund of \$151.80 on 2 carloads of agricultural implements from Moline, Ill., to Billings, Mont., on account of error in publication of rates.

1063. *Sherman Cotton Oil Provision Company v. Houston & Texas Central Railroad Company.* February 13, 1908. Refund of \$85.98 on shipment of lard substitute from Sherman, Tex., to Jeanerette, La., on account of excessive rate.

1064. *Zeigler District Colliery Company v. Chicago, Burlington & Quincy Railroad Company.* February 7, 1908. Refund of \$6.66 on carload of coal from Christopher, Ill., to Clinton, Iowa, on account of excessive rate.

1069. *Record Commercial Company v. Oregon Short Line Railroad Company.* January 24, 1908. Refund of \$109.35 on shipment of coal from North Kemmerer, Wyo., to Weiser, Idaho, on account of error in publishing tariff.

1070. *Pacific Curled Hair Company v. Atchison, Topeka & Santa Fe Railway Company.* March 23, 1908. Refund of \$57.52 on shipment of plasterer's hair from Denver Colo., to San Francisco, Cal., on account of excessive rate.

1071. *North Shore Abrasive Company v. Chicago Great Western Railway Company.* February 10, 1908. Refund of \$10 on shipment of sand from Duluth, Minn., to St. Louis, Mo., on account of excessive rate.

1072. *W. S. Knight & Company v. Missouri, Kansas & Texas Railway Company.* March 20, 1908. Refund of \$147 on shipment of rice from Katy, Tex., to Chicago, Ill., on account of excessive rate.

1081. *Hugo V. Loevi v. Southern Pacific Company.* February 13, 1908. Refund of \$37.05 on shipment of hops from Silverton, Oreg., to New York, N. Y., on account of misrouting by carrier's agent.

1085. *C. C. Prouty & Company v. Minneapolis & St. Louis Railroad Company.* February 18, 1908. Refund of \$3 on carload of sugar from Chaska, Minn., to Des Moines, Iowa, on account of car not being equipped with airbrakes and road refusing to handle same, making drayage necessary.

1087. *Albert Preston v. Richmond, Fredericksburg & Potomac Railroad Company.* April 11, 1908. Refund of \$527.72 on shipments of ties from points on line to Baltimore, Md., on account of excessive rate.

1089. *Lewis & Molesworth v. Pecos & Northern Texas Railway Company.* February 14, 1908. Refund of \$42.35 on carload of cotton seed from Texola, Okla., to Canyon City, Tex., on account of excessive rate.

1091. *Mrs. Ella St. Clair v. Chicago, Burlington & Quincy Railroad Company.* February 5, 1908. Refund of \$85.40 on shipment of emigrant movables from Rockport, Mo., to Caldwell, Idaho, on account of shipper being deserving of charity to extent of having emigrant movable rate applied to shipment.

1092. *Colorado Fuel & Iron Company v. Chicago, Burlington & Quincy Railroad Company.* February 13, 1908. Refund of \$101.56 on carload of scrap iron from Englewood, S. Dak., to Minnequa, Colo., on account of excessive rate.

1093. *C. B. Coles & Sons Company v. Pennsylvania Railroad Company.* February 14, 1908. Refund of \$12.75 on shipment of window glass from Monongahela, Pa., to Camden, N. J., on account of misrouting by carrier's agent.

1095. *American Lumber & Manufacturing Company v. Grand Rapids & Indiana Railway Company.* February 27, 1908. Refund of \$6.80 on carload of lumber from Big Rapids, Mich., to Mansfield, Ohio, on account of misrouting by carrier's agent.

1097. *Geomann Grain Company v. Grand Trunk Railway Company of Canada.* February 10, 1908. Refund of \$21.70 on carload of rye from Lapeer, Mich., to Fair Oaks, Pa., on account of misrouting by carrier's agent.

1100. *John A. Edwards v. Atchison, Topeka & Santa Fe Railway Company.* February 11, 1908. Refund of \$228.44 on 2 carloads of cotton seed from Gage, Okla., to Englewood and Ashland, Kans., on account of excessive rate.

1101. *Henneberry & Company v. Atchison, Topeka & Santa Fe Railway Company.* March 4, 1908. Refund of \$32.44 on carload of grease and fertilizer from Arkansas City, Kans., to Kansas City, Mo., on account of excessive rate.

1102. *Fosston Manufacturing Company v. Northern Pacific Railway Company.* February 21, 1908. Refund of \$13.50 on carload of fanning mills from Minnesota Transfer, Minn., to Winnipeg, Manitoba, on account of excessive rate.

1103. *F. J. Love v. Oregon Railroad & Navigation Company.* February 20, 1908. Refund of \$79.80 on carload of furnaces from Marshalltown, Iowa, to Spokane, Wash., on account of excessive rate.

1105. *A. F. Ford & Company v. Southern Pacific Company.* April 17, 1908. Refund of \$55.86 on carload of hay from Lovelock, Nev., to Auburn, Cal., on account of oversight in publishing tariff.

1108. *Washington Cotton Oil Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* March 2, 1908. Refund of \$661.26 on shipment of cotton-seed cake from Washington, La., to Galveston, Tex., for export on account of excessive rate.

1109. *Harqua Hala Mining Company v. Atchison, Topeka & Santa Fe Railway Company.* February 8, 1908. Refund of \$822.72 on shipment of fuel oil from Erie, Kans., to Salome, Ariz., on account of excessive rate.

1114. *Tyson & Jones Buggy Company v. Southern Railway Company.* February 15, 1908. Refund of \$2.64 on shipment of 3 buggies from Carthage, N. C., to Abbeville, S. C., on account of excessive rate.

1116. *Campbell & Cleaver Cotton Company v. Missouri, Kansas & Texas Railway Company.* March 16, 1908. Refund of \$220.46 on shipments of cotton at Oklahoma City, Okla., on account of excessive rate.

1118. *Ingham Lumber Company v. Atchison, Topeka & Santa Fe Railway Company.* February 14, 1908. Refund of \$22.09 on shipments of lumber from Bivins, Tex., to Oakley, Kans., on account of misrouting by carrier's agent.

1119. *Interstate Sand Company v. Cincinnati & Muskingum Valley Railroad Company.* February 17, 1908. Refund of \$47.56 on 2 carloads of sand from Ellis, Ohio, to Beaver Falls, Pa., on account of oversight in publishing tariff.

1121. *Golconda Mercantile & Banking Company v. Southern Pacific Company.* May 15, 1908. Refund of \$45.45 on carload of lumber from Truckee, Cal., to Golconda, Nev., on account of excessive rate.

1125. *A. Brownstein & Company v. Southern Pacific Company.* February 17, 1908. Refund of \$35.75 on carload of hides from San Carlos, Ariz., to Los Angeles, Cal., on account of excessive rate.

1129. *A. Brownstein & Company v. Southern Pacific Company.* February 17, 1908. Refund of \$55.72 on shipment of hides from Tucson, Ariz., to Los Angeles, Cal., on account of excessive rate.

1130. *A. Brownstein & Company v. Southern Pacific Company.* March 4, 1908. Refund of \$203.50 on shipment of hides from Globe, Ariz., to Los Angeles, Cal., on account of excessive rate.

1132. *Oklahoma Furniture Manufacturing Company v. Missouri, Kansas & Texas Railway Company.* March 2, 1908. Refund of \$16.57 on shipment of cottonwood slabs from Maud, Okla., to Oklahoma City, Okla., on account of excessive rate.

1135. *Weeter Lumber Company v. Oregon Short Line Railroad Company.* February 7, 1908. Refund of \$10.20 on carload of coal from Kemmerer, Wyo., to Shelley, Idaho, on account of excessive rate.

1136. *R. P. Baer & Company v. Southern Railway Company.* March 5, 1908. Refund of \$13.84 on carload of lumber from Whittier, N. C., to New York, N. Y., on account of misrouting by carrier's agent.

1138. *D. G. Cutler Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* February 17, 1908. Refund of \$2.38 on carload of lime from Marblehead, Ohio, to Minneapolis, Minn., on account of excessive rate.

1141. *E. Yoakum v. Santa Fe Central Railway Company.* February 13, 1908. Refund of \$6.90 on round-trip fare from Madison, Kans., to Estancia, N. Mex., on account of error by agent in drawing exchange order for ticket.

1142. *Mrs. E. Ballou v. Santa Fe Central Railway Company.* February 13, 1908. Refund of \$6.20 on round-trip fare from point in Kansas to Moriarty, N. Mex., on account of error by agent in drawing exchange order for ticket.

1143. *J. E. Bryan v. Oregon Railroad & Navigation Company.* February 11, 1908. Refund of \$11.95 on shipment of household goods from Baker City, Oreg., to Seattle, Wash., on account of misrouting by carrier's agent.

1145. *The Horton Company v. Southern Pacific Company.* March 9, 1908. Refund of \$57.30 on carload of lumber from Loyalton, Cal., to Battle Mountain, Nev., on account of excessive rate.

1146. *In the matter of relief of agent at Amarillo, Tex., of Chicago, Rock Island & Gulf Railway Company.* February 13, 1908. Refund of \$821.78 on 3 carloads of steel rails from Bessemer, Pa., to Amarillo, Tex., on account of excessive rate.

1152. *Armour & Company v. Chicago, Burlington & Quincy Railroad Company.* February 25, 1908. Refund of \$545.30 on shipments of fresh meat, etc., from South Omaha, Nebr., to Pueblo and Denver, Colo., on account of error in publishing tariff.

1153. *Amalgamated Sugar Company v. Oregon Short Line Railroad Company.* May 8, 1908. Refund of \$3,148.97 on shipments of beets from points in Idaho to Logan, Utah, on account of excessive rate.

1154. *Fairbanks, Morse & Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* February 28, 1908. Refund of \$152.47 on shipment of rails, etc., from Cumberland, Md., to Los Angeles, Cal., on account of excessive rate.

1155. *A. Bushnell v. Vicksburg, Shreveport & Pacific Railway Company.* March 17, 1908. Refund of \$7.57 on carload of lumber from Benoit Siding, Ia., to Millersville, Ohio, on account of misrouting by carrier's agent.

1156. *Hartman Furniture & Carpet Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.* March 26, 1908. Refund of \$51.78 on shipments of furniture from Shelbyville, Ind., to Chicago, Ill., on account of excessive rate.

1158. *H. P. Townsend v. New York, New Haven & Hartford Railroad Company.* February 26, 1908. Refund of \$1.25 on fare from Hartford, Conn., to New York, N. Y., and return on account of error in publishing tariff.

1159. *Austin & Company v. Chicago, Burlington & Quincy Railroad Company.* February 20, 1908. Refund of \$30.35 on 3 carloads of wheat from Orleans and Carter, Nebr., to Kansas City, Mo., on account of excessive rate.

1160. *E. E. Neff Company v. Galveston, Harrisburg & San Antonio Railway Company.* February 21, 1908. Refund of \$556.40 on carload of cement from Galveston, Tex., to Globe, Ariz., on account of excessive rate.

1161. *Wilson T. Howe v. New York Central & Hudson River Railroad Company.* February 17, 1908. Refund of \$0.92 on fare from Cleveland, Ohio, to Ridgway, Pa., on account of error in publishing tariff.

1163. *Lunger Furniture Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* February 27, 1908. Refund of \$0.75 on shipment of lumber from Spring Valley, Wis., to North St. Paul, Minn., on account of misrouting by carrier's agent.

1164. *Western Union Telegraph Company v. Illinois Central Railroad Company.* April 1, 1908. Refund of \$15 on carload of stationery from Chicago, Ill., to Butte, Mont., on account of misrouting by carrier's agent.

1166. *Mathieson Alkali Works v. Norfolk & Western Railway Company.* February 29, 1908. Refund of \$51.01 on carload of soda ash from Saltville, Va., to Huntingdon Valley Station, Pa., on account of excessive rate.

1167. *Gay & Gay v. Gulf, Colorado & Santa Fe Railway Company.* May 14, 1908. Refund of \$85.40 on carload of cotton seed from Pauls Valley, Okla., to Montgomery, Tex., on account of oversight in publishing tariff.

1174. *Sunderland Brothers Company v. Chicago, Burlington & Quincy Railroad Company.* March 27, 1908. Refund of \$38 on 2 carloads of cement from Iola, Kans., to Walthill, Nebr., on account of excessive rate.

1175. *New Prague Flouring Mill Company v. Anchor Line.* February 21, 1908. Refund of \$1.17 on carload of flour from New Prague, Minn., to Frederick, Md., on account of excessive weight charged.

1176. *New Prague Flouring Mill Company v. Anchor Line.* February 21, 1908. Refund of \$1.07 on carload of flour from New Prague, Minn., to Wilkes-Barre, Pa., on account of excessive weight charged.

1177. *New Prague Flouring Mill Company v. Anchor Line.* February 21, 1908. Refund of \$0.58 on carload of flour from New Prague, Minn., to Barnesboro, Pa., on account of excessive weight charged.

1178. *New Prague Flouring Mill Company v. Anchor Line.* February 21, 1908. Refund of \$0.47 on carload of flour from New Prague, Minn., to Cresson, Pa., on account of excessive estimated weight.

1179. *New Prague Flouring Mill Company v. Anchor Line.* February 21, 1908. Refund of \$1.07 on carload of flour from New Prague, Minn., to Wilkes-Barre, Pa., on account of excessive estimated weight.

1180. *New Prague Flouring Mill Company v. Anchor Line.* February 21, 1908. Refund of \$0.58 on carload of flour from New Prague, Minn., to Nanty Glo, Pa., on account of excessive estimated weight.

1181. *New Prague Flouring Mill Company v. Anchor Line.* February 21, 1908. Refund of \$1.18 on carload of flour from New Prague, Minn., to Jamaica, N. Y., on account of excessive estimated weight.

1182. *Listman Milling Company v. Anchor Line.* February 21, 1908. Refund of \$1.04 on carload of flour from La Crosse, Wis., to Bridgeport, Pa., on account of excessive estimated weight.

1183. *Listman Milling Company v. Anchor Line.* February 21, 1908. Refund of \$1.04 on carload of flour from La Crosse, Wis., to Annville, Pa., on account of excessive estimated weight.

1184. *Listman Milling Company v. Anchor Line.* February 21, 1908. Refund of \$0.88 on carload of flour from La Crosse, Wis., to Bridgeport, Pa., on account of excessive estimated weight.

1185. *Listman Milling Company v. Anchor Line.* February 21, 1908. Refund of \$0.96 on carload of flour from La Crosse, Wis., to York, Pa., on account of excessive estimated weight.

1186. *Listman Milling Company v. Anchor Line.* February 21, 1908. Refund of \$1.04 on carload of flour from La Crosse, Wis., to Meriden, Conn., on account of excessive estimated weight.

1187. *Listman Milling Company v. Anchor Line.* February 21, 1908. Refund of \$0.96 on carload of flour from La Crosse, Wis., to York, Pa., on account of excessive estimated weight.

1188. *Sleepy Eye Milling Company v. Anchor Line.* February 21, 1908. Refund of \$0.49 on carload of flour from Sleepy Eye, Minn., to Baltimore, Md., on account of excessive estimated weight.

1189. *Sleepy Eye Milling Company v. Anchor Line.* February 21, 1908. Refund of \$0.82 on carload of flour from Sleepy Eye, Minn., to Baltimore Md., on account of excessive estimated weight.

1190. *Sleepy Eye Milling Company v. Anchor Line.* February 21, 1908. Refund of \$0.96 on carload of flour from Sleepy Eye, Minn., to Lewiston, Pa., on account of excessive estimated weight.

1191. *Sleepy Eye Milling Company v. Anchor Line.* February 21, 1908. Refund of \$1.04 on carload of flour from Sleepy Eye, Minn., to Lebanon, Pa., on account of excessive estimated weight.

1192. *L. Christian & Company v. Anchor Line.* February 21, 1908. Refund of \$0.47 on carload of flour from Shakopee, Minn., to Hastings, Pa., on account of excessive estimated weight.

1193. *L. Christian & Company v. Anchor Line.* February 21, 1908. Refund of \$1.06 on carload of flour from Shakopee, Minn., to Reading, Pa., on account of excessive estimated weight.

1194. *L. Christian & Company v. Anchor Line.* February 21, 1908. Refund of \$0.40 on carload of flour from Shakopee, Minn., to Nanticoke, Pa., on account of excessive estimated weight.

1195. *L. Christian & Company v. Anchor Line.* February 21, 1908. Refund of \$0.66 on carload of flour from Shakopee, Minn., to Nanticoke, Pa., on account of excessive estimated weight.

1196. *Wylie, Son & Company v. Anchor Line.* February 21, 1908. Refund of \$0.98 on carload of flour from Milwaukee, Wis., to Baltimore, Md., on account of excessive estimated weight.

1197. *Wylie, Son & Company v. Anchor Line.* February 21, 1908. Refund of \$0.98 on carload of flour from Milwaukee, Wis., to Baltimore, Md., on account of excessive estimated weight.

1198. *Hubbard Milling Company v. Anchor Line.* February 21, 1908. Refund of \$1.78 on carload of flour from Mankato, Minn., to Charleston, S. C., on account of excessive estimated weight.

1199. *Fergus Flour Mills Company v. Anchor Line.* February 21, 1908. Refund of \$1.50 on carload of flour from Fergus Falls, Minn., to Baltimore, Md., on account of excessive estimated weight.

1200. *George Tileston Milling Company v. Anchor Line.* February 21, 1908. Refund of \$1.31 on carload of flour from St. Cloud, Minn., to Wilkes-Barre, Pa., on account of excessive estimated weight.

1201. *Blank & Gotshall v. Anchor Line.* February 21, 1908. Refund of \$0.28 on carload of flour from Faribault, Minn., to Sunbury, Pa., on account of excessive estimated weight.

1202. *Paxton Flour & Feed Company v. Anchor Line.* February 21, 1908. Refund of \$0.98 on carload of flour from New Prague, Minn., to Harrisburg, Pa., on account of excessive estimated weight.

1203. *Paxton Flour & Feed Company v. Anchor Line.* February 21, 1908. Refund of \$0.96 on carload of flour from New Ulm, Minn., to Harrisburg, Pa., on account of excessive estimated weight.

1204. *D. M. Baldwin, jr., v. Anchor Line.* February 21, 1908. Refund of \$0.79 on carload of flour from Graceville, Minn., to Mont Clare, Pa., on account of excessive estimated weight.

1207. *Jefferson Cooperage Company v. Norfolk & Western Railway Company.* March 3, 1908. Refund of \$10.95 on carload of staves and heading from Charlestown, W. Va., to Kamps Station, Md., on account of excessive rate.

1216. *Rogers, Brown & Company v. Southern Railway Company.* March 25, 1908. Refund of \$12.50 on carload of pig iron from East Birmingham, Ala., to Oronogo, Mo., on account of excessive rate.

1218. *Loftus-Hubbard Elevator Company v. Northern Pacific Railway Company.* March 6, 1908. Refund of \$298.50 on 2 carloads of oats from Brinsmade, N. Dak., and Starbuck, Minn., to Billings, Mont., on account of excessive rate.

1219. *E. Sondheimer & Company v. Missouri Pacific Railway Company.* February 28, 1908. Refund of \$18.08 on carload of lumber from Lansing, Ark., to Union City, Iowa, on account of misrouting by carrier's agent.

1220. *Cannon Box Company v. Missouri Pacific Railway Company.* March 10, 1908. Refund of \$29.05 on carload of lumber from Whelan, Mo., to Cairo, Ill., on account of misrouting by carrier's agent.

1221. *G. W. Miles Timber & Lumber Company v. Missouri Pacific Railway Company.* April 23, 1908. Refund of \$36.80 on carload of lumber from Smackover, Ark., to Decatur, Ark., on account of misrouting by carrier's agent.

1227. *Beekman Lumber Company v. New Orleans & Northwestern Railroad Company.* April 21, 1908. Refund of \$90.60 on carload of lumber from Stevenson, La., to Liberal, Kans., on account of misrouting by carrier's agent.

1228. *F. S. Hendrickson Lumber Company v. Missouri Pacific Railway Company.* February 28, 1908. Refund of \$8.70 on carload of lumber from Vian, Okla., to Chicago, Ill., on account of misrouting by carrier's agent.

1229. *Updike Grain Company v. Missouri Pacific Railway Company.* February 28, 1908. Refund of \$146.67 on shipment of corn from Mount Clare, Nebr., to South Omaha, Nebr., on account of excessive rate.

1232. *F. S. Hendrickson Lumber Company v. Missouri Pacific Railway Company.* March 6, 1908. Refund of \$2.14 on carload of lumber from Vian, Okla., to Clinton, Iowa, on account of misrouting by carrier's agent.

1236. *S. E. Comstock & Company v. Pennsylvania Railroad Company.* March 4, 1908. Refund of \$9 on carload of vegetables from Marion, N. Y., to Milwaukee, Wis., on account of excessive rate.

1242. *Bay State Milling Company v. Empire Line.* May 26, 1908. Refund of \$4 on shipment of flour from Winona, Minn., to Steelton, Pa., on account of excessive rate.

1243. *United States Leather Company v. Louisville & Nashville Railroad Company.* April 6, 1908. Refund of \$2,988.51 on shipment of leather from Middlesboro, Ky., to Cincinnati, Ohio, on account of error in publishing tariff.

1246. *W. P. Brown & Company v. Illinois Central Railroad Company.* April 21, 1908. Refund of \$3.26 on carload of oats from Bondville, Ill., to Memphis, Tenn., on account of excessive rate.

1247. *Miles & Ricketts v. Illinois Central Railroad Company.* March 23, 1908. Refund of \$5.19 on carload of oats from Fischer, Ill., to Memphis, Tenn., on account of excessive rate.

1249. *William Cameron v. Texas & New Orleans Railroad Company.* April 2, 1908. Refund of \$21.57 on 2 carloads of lumber from Rockland, Tex., to Stoughton, Wis., on account of misrouting by carrier's agent.

1250. *Punxsutawney Drilling & Contracting Company v. American Express Company.* March 18, 1908. Refund of \$13.80 on shipment of castings from Punxsutawney, Pa., to Clay, Ky., on account of excessive rate.

1259. *Lewis Hubbard & Company v. Norfolk & Western Railway Company.* March 16, 1908. Refund of \$64.20 on carload of canned goods from Wertz, Va., to Fayette, W. Va., on account of excessive rate.

1261. *Moomaw-Horton Company v. Norfolk & Western Railway Company.* March 16, 1908. Refund of \$54.60 on 2 carloads of canned goods from Boones Mill, Va., to Greenville, S. C., on account of excessive rate.

1263. *Sam Finney v. Grand Trunk Railway Company of Canada.* March 16, 1908. Refund of \$5 on carload of corn from Chicago, Ill., to Thorndale, Ontario, on account of error in compiling switching tariff.

1268. *F. D. Matthews v. Texas & Pacific Railway Company.* April 29, 1908. Refund of \$215.95 on shipments of cotton seed hulls from Colorado and Merkel, Tex., to New Orleans, La., on account of excessive rate.

1270. *Dorris-Heyman Furniture Company v. Santa Fe, Prescott & Phoenix Railway Company.* March 7, 1908. Refund of \$110.88 on shipment of furniture from Chicago, Ill., to Phoenix, Ariz., on account of excessive minimum carload weight.

1271. *Colorado Canning Company v. Denver & Rio Grande Railroad Company.* April 18, 1908. Refund of \$104.25 on shipments of strawberries from Provo, Utah, to Canon City, Colo., on account of excessive rate.

1272. *A. D. Lemaire & Sons v. Southern Pacific Company.* March 5, 1908. Refund of \$103.60 on 2 carloads of lumber from Truckee, Cal., to Battle Mountain, Nev., on account of excessive rate.

1281. *P. R. Eaton v. Boston & Albany Railroad Company.* April 21, 1908. Refund of \$16.07 on shipment of lumber from Island Falls, Me., to Westboro, Mass., on account of excessive rate.

1282. *P. R. Eaton v. Boston & Albany Railroad Company.* March 11, 1908. Refund of \$7.90 on shipment of lumber from Houlton, Me., to Spencer, Mass., on account of excessive rate.

1283. *P. R. Eaton v. Boston & Albany Railroad Company.* April 13, 1908. Refund of \$49.59 on shipment of lumber from South Sebec, Me., to Spencer, Mass., on account of excessive rate.

1284. *North Carolina Cotton Oil Company v. Seaboard Air Line Railway.* April 22, 1908. Refund of \$12 on carload of cotton-seed meal from Henderson, N. C., to Roanoke, Va., on account of excessive rate.

1289. *W. W. Herron Lumber Company v. Gulf & Ship Island Railroad Company.* April 13, 1908. Refund of \$12.60 on shipment of lumber from Tenmile, Miss., to Newcastle, Pa., on account of excessive rate, tariff having been declared illegal by Commission.

1290. *Thorn Cement Company v. Lehigh Valley Railroad Company.* April 14, 1908. Refund of \$37.62 on 3 shipments of cement from Copley, Pa., to Black Rock and Lancaster, N. Y., on account of error in publishing tariff.

1291. *Dempster Mill Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* April 11, 1908. Refund of \$45.03 on shipment of spelter from Chanute, Kans., to Beatrice, Nebr., on account of excessive rate.

1293. *American Tobacco Company v. Durham & Southern Railway Company.* April 27, 1908. Refund of \$15.32 on shipments of tobacco from Durham, N. C., to St. Louis, Mo., on account of excessive rate.

1294. *C. H. Worcester Company v. Wisconsin & Michigan Railway Company.* April 20, 1908. Refund of \$3.20 on carload of poles from McAllister, Wis., to Roanoke, Ill., on account of excessive rate.

1295. *Anti-Trust Oil Company v. Colorado & Southern Railway Company.* March 14, 1908. Refund of \$146.26 on tank car of oil from Niotaze, Kans., to Denver, Colo., on account of excessive minimum carload weight.

1296. *S. Flory Manufacturing Company v. Bangor & Portland Railway Company.* March 23, 1908. Refund of \$33.60 on carload of machinery from Bangor, Pa., to Forest City, Ark., on account of misrouting by carrier's agent.

1299. *Kola Lumber Company v. Gulf & Ship Island Railroad Company.* March 12, 1908. Refund of \$9.04 on shipment of lumber from Kola, Miss., to St. Louis, Mo., on account of tariff having been declared illegal by Commission.

1300. *Kola Lumber Company v. Gulf & Ship Island Railroad Company.* March 12, 1908. Refund of \$11.82 on shipment of lumber from Kola, Miss., to Chicago, Ill., on account of tariff having been declared illegal by Commission.

1302. *American Car & Foundry Company v. Gulf & Ship Island Railroad Company.* March 12, 1908. Refund of \$11.11 on shipment of lumber from Epps, Mich., to West Detroit, Mich., on account of tariff having been declared illegal by Commission.

1303. *Hughes Moore v. Gulf & Ship Island Railroad Company.* April 2, 1908. Refund, of \$6.40 on shipment of lumber from Perkinson, Miss., to Louisville, Ky., on account of excessive rate.

1306. *Franklin Boiler Works v. Delaware & Hudson Company.* May 11, 1908. Refund of \$18.48 on shipment of boiler fittings from Troy, N. Y., to Cape May, N. J., on account of excessive rate.

1313. *Duluth Log Company v. Northern Pacific Railway Company.* March 16, 1908. Refund of \$3 on shipment of shingles from Aitkin, Minn., to Superior, Wis., on account of excessive rate.

1324. *G. H. Deeves Lumber Company v. Chicago & Northwestern Railway Company.* April 14, 1908. Refund of \$3.50 on carload of lumber from Cloquet, Minn., to Chicago Ill., on account of oversight in publishing tariff.

1330. *Colorado Fuel & Iron Company v. Chicago, Burlington & Quincy Railroad Company.* March 16, 1908. Refund of \$116.11 on 2 carloads of cast-iron pipe from Minnequa, Colo., to Clearmont, Wyo., on account of excessive rate.

1332. *Bassett Grain Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.* March 20, 1908. Refund of \$50.68 on 4 carloads of corn from Elizabethtown, Ind., to Cincinnati, Ohio, on account of excessive rate.

1353. *H. C. Killingsworth v. Missouri, Kansas & Texas Railway of Texas.* March 5, 1908. Refund of \$55.04 on 2 shipments of snapped corn from Haskell, Okla., to Greenville, Tex., on account of excessive rate.

1358. *C. B. Haven & Company v. Iowa Central Railway Company.* March 23, 1908. Refund of \$7.98 on shipment of coke from Peoria, Ill., to Ames, Nebr., on account of misrouting by carrier's agent.

1359. *C. B. Havens & Company v. Iowa Central Railway Company.* March 23, 1908. Refund of \$7.12 on carload of coke from Peoria, Ill., to Ames, Nebr., on account of misrouting by carrier's agent.

1360. *C. B. Havens & Company v. Iowa Central Railway Company.* March 23, 1908. Refund of \$5.13 on carload of coke from Peoria, Ill., to Ames, Nebr., on account of misrouting by carrier's agent.

1361. *C. B. Havens & Company v. Iowa Central Railway Company.* March 23, 1908. Refund of \$7.88 on carload of coke from Peoria, Ill., to Ames, Nebr., on account of misrouting by carrier's agent.

1364. *Miner, Read & Garrette v. New York, New Haven & Hartford Railroad Company.* April 28, 1908. Refund of \$95.37 on shipments of sugar from New York, N. Y., to Meriden, Conn., on account of excessive rate.

1365. *D. Eddy & Sons Company v. New York, New Haven & Hartford Railroad Company.* March 17, 1908. Refund of \$46.10 on shipment of refrigerators from Boston, Mass., to New York, N. Y., on account of excessive rate.

1369. *Union Sulphur Company v. Baltimore & Ohio Railroad Company.* March 20, 1908. Refund of \$100.80 on shipment of sulphur from Philadelphia, Pa., to Steubenville, Ohio, on account of excessive rate.

1371. *Ogburn-Dalchau Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* March 20, 1908. Refund of \$49.41 on carload of lumber from Galloway, La., to Trent, Tex., on account of excessive rate.

1373. *Perry & Whitney Company v. Boston & Albany Railroad Company.* May 1, 1908. Refund of \$9.60 on shipment of lumber from Eagle Lake, Me., to Spencer, Mass., on account of excessive rate.

1379. *J. A. Budlong & Son Company v. New York, New Haven & Hartford Railroad Company.* May 6, 1908. Refund of \$317.90 on 4 carloads of manure from Boylston street, Boston, Mass., to Cranston, R. I., on account of excessive rate.

1381. *Kemp Lumber Company v. Pecos Valley & Northeastern Railway Company.* March 23, 1908. Refund of \$65.41 on 5 carloads of lumber from Albuquerque, N. Mex., to points in Pecos Valley on account of excessive rate.

1382. *Lincoln Paint & Color Company v. Chicago, Burlington & Quincy Railroad Company.* March 23, 1908. Refund of \$42.75 on carload of paint from Lincoln, Nebr., to Wichita, Kans., on account of excessive rate.

1383. *Kemp Lumber Company v. Pecos Valley & Northeastern Railway Company.* March 23, 1908. Refund of \$111.29 on 2 carloads of lumber from Albuquerque, N. Mex., to Artesia, N. Mex., on account of excessive rate.

1384. *Kemp Lumber Company v. Pecos Valley & Northeastern Railway Company.* March 23, 1908. Refund of \$126.12 on 2 carloads of lumber from Albuquerque, N. Mex., to Hagerman, N. Mex., on account of excessive rate.

1386. *United States Bottlers' Supply Company v. Michigan Central Railroad Company.* March 23, 1908. Refund of \$11.28 on carload of bottles from West Toledo, Ohio, to St. Paul, Minn., on account of excessive rate.

1388. *Mente & Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* April 18, 1908. Refund of \$466.08 on 13 shipments of jute bags from New Orleans, La., to Galveston, Tex., on account of excessive rate.

1391. *J. G. White & Company v. Southern Pacific Company.* May 5, 1908. Refund of \$446.20 on shipment of crude oil from Chino, Cal., to Yuma, Ariz., on account of excessive rate.

1392. *H. Snyder & Sons v. Norfolk & Western Railway Company.* March 23, 1908. Refund of \$54 on shipment of live poultry, pigs, and horse from Rural Retreat, Va., to Scranton, Pa., on account of excessive rate.

1396. *Thompson & Tucker Lumber Company v. Texas & New Orleans Railroad Company.* May 11, 1908. Refund of \$4.54 on carload of lumber from Doucette, Tex., to Jeffersonville, Ind., on account of misrouting by carrier's agent.

1401. *Wasner Fruit Company v. Chicago, Burlington & Quincy Railroad Company.* May 22, 1908. Refund of \$43.20 on carload of melons from Oquawka, Ill., to Deadwood, S. Dak., on account of excessive rate.

1404. *Sligo Iron Store Company v. Illinois Central Railroad Company.* April 30, 1908. Refund of \$27.55 on carload of coal from Quinnimont, W. Va., to West Salem, Ill., on account of excessive rate.

1406. *Anti-Trust Oil Company v. Colorado & Southern Railway Company.* April 21, 1908. Refund of \$144 on carload of oil from Niotaze, Kans., to Denver, Colo., on account of excessive rate.

1407. *Southern Cotton Oil Company v. New Orleans & Northeastern Railroad Company et al.* March 12, 1908. Refund of \$53.14 on shipment of cotton-seed oil from New Orleans, La., to Detroit, Mich., on account of excessive rate.

1408. *Good Land Cypress Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* March 13, 1908. Refund of \$19.52 on shipment of shingles from Chacahoula, La., to Bessemer, Ala., on account of misrouting by carrier's agent.

1409. *Eagle Roller Mill Company v. Anchor Line.* March 18, 1908. Refund of \$1.04 on shipment of flour from New Ulm, Minn., to Wilkes-Barre, Pa., on account of excessive estimated weight.

1410. *D. M. Baldwin, jr., v. Anchor Line.* March 18, 1908. Refund of 96 cents on carload of flour from Graceville, Minn., to Barnesboro, Pa., on account of excessive estimated weight.

1411. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$1.37 on carload of flour from New Prague, Minn., to New Bedford, Mass., on account of excessive estimated weight.

1412. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$0.77 on carload of flour from New Prague, Minn., to Baltimore, Md., on account of excessive estimated weight.

1413. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$0.49 on carload of flour from New Prague, Minn., to Baltimore, Md., on account of excessive estimated weight.

1414. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$0.73 on carload of flour from New Prague, Minn., to Baltimore, Md., on account of excessive estimated weight.

1415. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$1.37 on carload of flour from New Prague, Minn., to Campello, Mass., on account of excessive estimated weight.

1416. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$1.07 on carload of flour from New Prague, Minn., to Scranton, Pa., on account of excessive estimated weight.

1417. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$0.96 on carload of flour from New Prague, Minn., to Baltimore, Md., on account of excessive estimated weight.

1418. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$1.37 on carload of flour from New Prague, Minn., to Fall River, Mass., on account of excessive estimated weight.

1419. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$0.72 on carload of flour from New Prague, Minn., to Rimersburg, Pa., on account of excessive estimated weight.

1420. *Sleepy Eye Milling Company v. Anchor Line.* March 18, 1908. Refund of \$0.98 on carload of flour from Sleepy Eye, Minn., to Baltimore, Md., on account of excessive estimated weight.

1421. *Sleepy Eye Milling Company v. Anchor Line.* March 18, 1908. Refund of \$0.96 on carload of flour from Sleepy Eye, Minn., to Baltimore, Md., on account of excessive estimated weight.

1422. *Sleepy Eye Milling Company v. Anchor Line.* March 18, 1908. Refund of \$0.96 on carload of flour from Sleepy Eye, Minn., to Baltimore, Md., on account of excessive estimated weight.

1423. *Sleepy Eye Milling Company v. Anchor Line.* March 18, 1908. Refund of \$1.17 on carload of flour from Sleepy Eye, Minn., to Baltimore, Md., on account of excessive estimated weight.

1424. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$0.73 on carload of flour from New Prague, Minn., to Baltimore, Md., on account of excessive estimated weight.

1425. *New Prague Flouring Mill Company v. Anchor Line.* March 18, 1908. Refund of \$0.73 on carload of flour from New Prague, Minn., to Baltimore, Md., on account of excessive estimated weight.

1426. *Eagle Roller Mill Company v. Anchor Line.* March 18, 1908. Refund of \$0.47 on carload of flour from New Ulm, Minn., to Chambersburg, Pa., on account of excessive estimated weight.

1428. *Garrett & Company v. Atlantic Coast Line Railroad Company.* April 23, 1908. Refund of \$3 on 4 barrels of wine from Norfolk, Va., to La Follette, Tenn., on account of excessive rate.

1429. *Inman & Company v. Atlantic Coast Line Railroad Company.* April 28, 1908. Refund of \$31.92 on shipment of cotton from Pembroke, N. C., to Charleston, S. C., on account of excessive rate.

1430. *Whaley & Rivers v. Atlantic Coast Line Railroad Company.* April 28, 1908. Refund of \$67.59 on shipments of cotton from Williamston, and other points in North Carolina to Charleston, S. C., on account of excessive rate.

1434. *Las Vegas Mercantile Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* May 13, 1908. Refund of \$17.93 on carload of sheep from Leastalk, Cal., to Las Vegas, Nev., on account of excessive rate.

1439. *Hall & Brown Wood Working Machine Company v. Illinois Central Railroad Company.* April 11, 1908. Refund of \$15 on shipment of machinery from St. Louis, Mo., to Milepost 265, Tex., on account of carrier failing to follow shipper's instructions causing demurrage charges.

1441. *C. H. Worcester Company v. Wisconsin & Michigan Railway Company.* May 5, 1908. Refund of \$10.50 on shipment of cedar posts from Longrie, Mich., to Walcott, Iowa, on account of carrier being unable to furnish car of size ordered.

1445. *Campbell & Dann Manufacturing Company v. Nashville, Chattanooga & St. Louis Railway Company.* April 16, 1908. Refund of \$74.07 on 2 carloads of wagon material from Tullahoma, Tenn., to Galveston, Tex., on account of excessive rate.

1446. *Weber-Bussell Canning Company v. Northern Pacific Railway Company.* April 22, 1908. Refund of \$152.60 on shipment of canned fruit from Sumner, Wash., to Chicago, Ill., on account of excessive rate.

1453. *Crowder & Company v. Missouri, Kansas & Texas Railway Company.* April 27, 1908. Refund of \$28.68 on shipment of snapped corn from Rex, Okla., to Tyler, Tex., on account of excessive rate.

1455. *Crowder & Company v. Missouri, Kansas & Texas Railway Company.* May 4, 1908. Refund of \$22.50 on carload of snapped corn from Falls City, Okla., to Howe, Tex., on account of excessive rate.

1456. *The Great Western Oil Company v. Colorado & Southern Railway Company et al.* March 19, 1908. Refund of \$273.02 on tank car of gasoline from Rouseville, Pa., to Denver, Ill., on account of excessive rate.

1457. *Bright Coy Commission Company v. Missouri, Kansas & Texas Railway Company.* April 1, 1908. Refund of \$480.53 on 64 carloads of cattle from Clearview, Okla., to East St. Louis, Ill., on account of excessive rate.

1458. *McCaull-Dinsmore Company v. Great Northern Railway Company.* April 22, 1908. Refund of \$67.34 on carload of corn from Kimball, S. Dak., to Great Falls, Mont., on account of excessive rate.

1464. *Heitshu Grant & Company v. Northern Pacific Railway Company.* April 20, 1908. Refund of \$132.17 on carload of demijohns from Alton, Ill., to Seattle, Wash., on account of excessive rate.

1466. *Garfield Smelter Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* April 18, 1908. Refund of \$5,787.77 on 10 carloads of ore from Goldfield, Nev., to Garfield, Utah, on account of excessive rate.

1467. *Superior Manufacturing Company v. Great Northern Railway Company.* April 18, 1908. Refund of \$6.20 on shipment of salt from Superior, Wis., to Minneapolis, Minn., on account of excessive rate.

1468. *Kettle River Quarries Company v. Great Northern Railway Company.* April 6, 1908. Refund of \$33.05 on 9 carloads of creosoted paving blocks from Sandstone, Minn., to Appleton, Wis., on account of excessive rate.

1472. *Twin Buttes Mining & Smelting Company v. Southern Pacific Company.* May 1, 1908. Refund of \$415.61 on shipment of crude oil from Oil City, Cal., to Tucson, Ariz., on account of excessive rate.

1475. *H. F. Watson Company v. New York, Chicago & St. Louis Railroad Company.* April 17, 1908. Refund of \$10.88 on shipments of building paper from Erie, Pa., to Toledo, Ohio, on account of excessive rate.

1476. *Convoy Hoop Company v. Southern Railway Company.* March 31, 1908. Refund of \$12 on carloads of hoops from Lebanon, Tenn., to Hutchinson, Kans., on account of misrouting by carrier's agent.

1483. *American Sheet & Tin Plate Company v. Cincinnati & Muskingum Valley Railroad Company.* May 6, 1908. Refund of \$69.53 on shipment of sheet steel from Dresden, Ohio, to Wheeling, W. Va., on account of excessive rate.

1512. *American Sheet & Tin Plate Company v. Cincinnati & Muskingum Valley Railroad Company.* April 27, 1908. Refund of \$23.46 on shipment of sheet steel from Dresden, Ohio, to Houston, Tex., on account of excessive rate.

1530. *W. S. Sawrie & Son v. New Orleans & Northeastern Railroad Company.* March 30, 1908. Refund of \$9.02 on carload of sugar from New Orleans, La., to Nashville, Tenn., on account of misrouting by carrier's agent.

1532. *M. Seller & Company v. Great Northern Railway Company.* May 20, 1908. Refund of \$77.96 on 2 carloads of sheet-iron heaters from St. Louis, Mo., to Portland, Oreg., on account of excessive minimum carload weight.

1534. *H. P. Binswanger Company v. New York Central & Hudson River Railroad Company.* March 27, 1908. Refund of \$4.10 on unloading carload of stone at Weehawken, N. J., on account of excessive rate.

1535. *T. P. Gordon v. St. Joseph & Grand Island Railway Company.* March 30, 1908. Refund of \$6.21 on 2 carloads of corn from Wathena, Kans., to St. Joseph, Mo., on account of excessive minimum carload weight.

1541. *Zenith Cedar Company v. Northern Pacific Railway Company.* May 22, 1908. Refund of \$14.40 on carload of poles from Corona, Minn., to Crosby, Mo., on account of carrier not being able to furnish car of size ordered.

1559. *Kola Lumber Company v. Gulf & Ship Island Railroad Company.* May 11, 1908. Refund of \$10.85 on carload of lumber from Kola, Miss., to Chicago, Ill., on account of tariff being declared illegal.

1573. *Anti-Trust Oil Company v. Colorado & Southern Railway Company.* May 12, 1908. Refund of \$166.08 on carload of gasoline from Niotaze, Kans., to Denver, Colo., on account of excessive rate.

1578. *Upham & Agler v. Illinois Central Railroad Company.* April 29, 1908. Refund of \$51.76 on carload of lumber from Cairo, Ill., to Des Moines, Iowa, on account of misrouting by carrier's agent.

1579. *C. B. Havens & Company v. Chicago, Burlington & Quincy Railroad Company.* May 11, 1908. Refund of \$584.70 on 3 carloads of cement from La Salle, Ill., to Basin and Manderson, Wyo., on account of excessive rate.

1583. *Frank Samuel v. Pennsylvania Railroad Company et al.* March 20, 1908. Refund of \$415.48 on 6 carloads of scrap iron from Columbia, S. C., to Conshohocken, Pa., on account of excessive rate.

1586. *F. M. Joplin v. Morgan's Louisiana & Texas Railroad & Steamship Company.* June 3, 1908. Refund of \$137.38 on carload of rough rice from Mackey, Tex., to Mermentau, La., on account of excessive rate.

1589. *E. T. Hines & Company v. Southern Railway Company.* April 14, 1908. Refund of \$121.46 on carload of rosin from Riderville, Ala., to Savannah, Ga., on account of excessive rate.

1591. *Marshall-Wells Hardware Company v. Northern Pacific Railway Company.* April 29, 1908. Refund of \$218.08 on carload of bar iron from Duluth, Minn., to Sand Point, Idaho, on account of excessive rate.

1600. *George Boun Company v. Chicago & Northwestern Railway Company.* April 22, 1908. Refund of \$65 on shipment of flour from Creighton, Nebr., to Douglas, Wyo., on account of excessive rate.

1601. *Sheehan & Fisher v. Chicago & Northwestern Railway Company.* April 21, 1908. Refund of \$104.98 on carload of flour and feed from Neligh, Nebr., to Lander, Wyo., on account of excessive rate.

1604. *Berthold & Jennings v. St. Louis Southwestern Railway Company.* May 22, 1908. Refund of \$9.49 on carload of oak lumber from Weiner, Ark., to Oelwein, Iowa, on account of misrouting by carrier's agent.

1608. *Detroit Salt Company v. Gulf, Colorado & Santa Fe Railway Company.* May 20, 1908. Refund of \$23.74 on carload of salt from Detroit, Mich., to Clifton, Tex., on account of excessive rate.

1609. *Detroit Salt Company v. Gulf, Colorado & Santa Fe Railway Company.* May 20, 1908. Refund of \$23.89 on carload of salt from Detroit, Mich., to Haslet, Tex., on account of excessive rate.

1611. *Trinity Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* April 13, 1908. Refund of \$27.84 on shipment of lumber from Beach, Tex., to Heyworth, Ill., on account of misrouting by carrier's agent.

1612. *Stetson, Cutler & Company v. Boston & Albany Railroad Company.* May 8, 1908. Refund of \$7.53 on carload of lumber from Griswold, Me., to Spencer, Mass., on account of excessive rate.

1613. *Marquette Cement Manufacturing Company v. Chicago, Burlington & Quincy Railroad Company.* April 17, 1908. Refund of \$8.55 on carload of cement from La Salle, Ill., to East Chicago, Ind., on account of excessive rate.

1618. *Boren-Stewart Company v. Gulf, Colorado & Santa Fe Railway Company.* March 25, 1908. Refund of \$29.95 on shipment of salt from Detroit, Mich., to Denton, Tex., on account of excessive rate.

1627. *Hibbing Produce Company v. Great Northern Railway Company.* April 14, 1908. Refund of \$2.56 on shipment of vegetables from Minneapolis, Minn., to Hibbing, Minn., on account of oversight in publishing tariff.

1631. *John W. Gregory v. Chesapeake Beach Railway Company.* May 1, 1908. Refund of \$24.58 on carload of coke from Chesapeake Junction, District of Columbia, to District line, Maryland, on account of excessive rate.

1643. *Kola Lumber Company v. Gulf & Ship Island Railroad Company.* April 13, 1908. Refund of \$9.94 on shipment of lumber from Kola, Miss., to St. Louis, Mo., on account of tariff being declared illegal by the Commission.

1646. *Suffolk Peanut Company v. Atlantic Coast Line Railroad Company.* April 28, 1908. Refund of \$25.20 on 2 carloads of peanuts from Williamston, N. C., to Suffolk, Va., on account of excessive rate.

1648. *C. W. Robinson Lumber Company v. Gulf & Ship Island Railroad Company et al.* April 18, 1908. Refund of \$24.48 on 2 carloads of lumber from Harmonica, Miss., to Chicago, Ill., on account of excessive rate.

1658. *Florida Cotton Oil Company v. Atlantic Coast Line Railroad Company et al.* May 15, 1908. Refund of \$27 on carload of cotton-seed meal from Jacksonville, Fla., to Bowman, S. C., on account of misrouting by carrier's agent.

1660. *H. F. Dunbar v. Atchison, Topeka & Santa Fe Railway Company.* April 24, 1908. Refund of \$78.35 on carload of potatoes from Holt, Cal., to Clifton, Ariz., on account of excessive rate.

1669. *Menomonie Hydraulic Press Brick Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* May 21, 1908. Refund of \$30 on carload of brick from Menomonie, Wis., to Guthrie, Okla., on account of excessive rate.

1687. *The Interstate Sand Company v. Cincinnati & Muskingum Valley Railroad Company.* April 14, 1908. Refund of \$22.47 on 7 carloads of sand from Zanesville, Ohio, to Allegheny, Pa., on account of excessive rate.

1690. *Colorado Fuel & Iron Company v. Colorado & Southern Railway Company,* May 6, 1908. Refund of \$295.49 on 2 carloads of rails and fastenings from Minnequa, Colo., to Dawson, N. Mex., on account of excessive rate.

1692. *Sanford Richards v. Chicago, Burlington & Quincy Railroad Company.* May 5, 1908. Refund of \$3.89 on carload of rye from Orleans, Nev., to Kansas City, Mo., on account of excessive rate.

1693. *C. F. Pressey v. Denver & Rio Grande Railroad Company.* April 23, 1908. Refund of \$43.90 on shipment of apples from Ogden, Utah, to Canon City, Colo., on account of excessive rate.

1702. *Southern Mills Company v. Texas & New Orleans Railroad Company.* April 29, 1908. Refund of \$12 on carload of lumber from Ponta, Tex., to Three Rivers, Mich., on account of misrouting by carrier's agent.

1706. *J. W. Mahan Lumber Company v. Chesapeake & Ohio Railway Company.* April 30, 1908. Refund of \$52.52 on carload of lumber from Mahan, W. Va., to Brooklyn, N. Y., on account of misrouting by carrier's agent.

1708. *American Tobacco Company v. Norfolk & Western Railway Company.* May 12, 1908. Refund of \$2.83 on shipment of tobacco from Durham, N. C., to Calumet, Mich., on account of excessive rate.

1711. *James Lumber Company v. Norfolk & Western Railway Company.* May 1, 1908. Refund of \$40.48 on carload of lumber from Farintash, N. C., to Black Rock, N. Y., on account of misrouting by carrier's agent.

1734. *Warfield Electric Company v. Great Northern Railway Company.* April 23, 1908. Refund of \$41.67 on 8 carloads of coal from Superior, Wis., to Bemidji, Minn., on account of excessive rate.

1748. *Kaye & Carter Lumber Company v. Chicago & Northwestern Railway Company.* May 19, 1908. Refund of \$1.80 on shipment of poles from Hines, Minn., to Fairfax, S. Dak., on account of tariff not providing for stake allowance.

1749. *Kaye & Carter Lumber Company v. Chicago & Northwestern Railway Company.* May 19, 1908. Refund of \$1.45 on carload of posts from Hines, Minn., to Lincoln, Nebr., on account of tariff not providing for stake allowance.

1750. *Kaye & Carter Lumber Company v. Chicago & Northwestern Railway Company.* May 19, 1908. Refund of \$1.45 on shipment of poles from Hines, Minn., to Lincoln, Nebr., on account of tariff not providing for stake allowance.

1792. *Blackwell's Durham Tobacco Company v. Norfolk & Western Railway Company.* May 11, 1908. Refund of \$1.40 on shipment of tobacco from Durham, N. C., to Calumet, Mich., on account of error in publication of rate.

1824. *D. G. Penfield Company v. New York, New Haven & Hartford Railroad Company.* April 27, 1908. Refund of \$43.31 on shipment of sugar from New York, N. Y., to Danbury, Conn., on account of excessive rate.

1839. *Acme Milling Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.* April 27, 1908. Refund of \$7.35 on 3 shipments of flour from Indianapolis, Ind., to Chicago, Ill., on account of excessive rate.

1846. *Las Vegas & Tonopah Railroad Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* May 18, 1908. Refund of \$309.40 on shipment of car wheels from Las Vegas, Nev., to Los Angeles, Cal., on account of excessive rate.

1851. *Procter & Gamble Company v. Baltimore & Ohio Southwestern Railroad Company.* April 23, 1908. Refund of \$26.73 on shipment of cotton-seed oil from Ivorydale, Ohio, to Philadelphia, Pa., on account of excessive rate.

1872. *Northland Pine Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* May 2, 1908. Refund of \$16.95 on carload of lumber from Minneapolis, Minn., to Appleton, Wis., on account of excessive rate.

1893. *Pine Belt Lumber Company v. St. Louis & San Francisco Railroad Company.* April 29, 1908. Refund of \$9.74 on carload of lumber from Swink, Okla., to Burlington, Iowa, on account of misrouting by carrier's agent.

1894. *Mississippi Box Company v. St. Louis & San Francisco Railroad Company.* May 6, 1908. Refund of \$50.80 on 6 carloads of lumber from Marston, Mo., to Muscatine, Iowa, on account of misrouting by carrier's agent.

1897. *Chicago, Burlington & Quincy Railroad Company v. St. Louis & San Francisco Railroad Company.* April 29, 1908. Refund of \$9.68 on carload of staves from Kennett, Mo., to Davenport, Iowa, on account of misrouting by agent of Chicago, Burlington & Quincy Railroad Company.

1902. *Metropolis Bending Company v. St. Louis & San Francisco Railroad Company.* April 27, 1908. Refund of \$9.23 on 2 carloads of lumber from Frenchmans Bayou, Ark., to Metropolis, Ill., on account of misrouting by carrier's agent.

1907. *Agent at Maysville, Okla., of the Atchison, Topeka & Santa Fe Railway Company v. St. Louis & San Francisco Railroad Company.* May 18, 1908. Refund of \$1.95 on shipment of household goods from Kingston, Okla., to Maysville, Okla., on account of misrouting by carrier's agent.

1915. *L. Starks Company v. Monistee & Northeastern Railroad Company.* May 8, 1908. Refund of \$29.76 on shipment of potatoes from Buckley, Mich., to Chicago, Ill., on account of excessive rate.

1922. *Moline Plow Company v. Chicago, Rock Island & Pacific Railway Company.* May 7, 1908. Refund of \$2.02 on carload of agricultural implements from Moline, Ill., to Cullman, Ala., on account of misrouting by carrier's agent.

1936. *Leavenworth, Kansas & Western Railway Company v. Chicago, Rock Island & Pacific Railway Company.* May 18, 1908. Refund of \$30.56 on carload of lumber from Wheatley, Ark., to Wheaton, Kans., on account of misrouting by carrier's agent.

1941. *H. J. Schaub v. Chicago, Rock Island & Pacific Railway Company.* April 24, 1908. Refund of \$108 on carload of apples from Wallace, Mo., to San Angelo, Tex., on account of misrouting by carrier's agent.

1948. *East St. Louis Walnut Company v. St. Louis, Iron Mountain & Southern Railway Company.* May 1, 1908. Refund of \$141.86 on 15 carloads of walnut logs from various points to East St. Louis, Ill., on account of excessive rates.

1950. *Sleepy Eye Milling Company v. Anchor Line.* April 22, 1908. Refund of \$0.96 on carload of flour from Milwaukee, Wis., to Baltimore, Md., on account of excessive rate.

1956. *Mason Machine Works v. Southern States Despatch.* April 24, 1908. Refund of \$110.88 on 2 carloads of cotton-mill machinery from Taunton, Mass., to Habersham, Ga., on account of excessive rate.

1962. *American Tobacco Company v. Norfolk & Western Railway Company.* May 14, 1908. Refund of \$38.59 on 4 carloads of tobacco from Ripley, Ohio, to St. Louis, Mo., on account of excessive rate.

1963. *Sleepy Eye Milling Company v. Anchor Line.* April 22, 1908. Refund of \$0.98 on carload of flour from Sleepy Eye, Minn., to Baltimore, Md., on account of excessive rate.

1964. *Elysian Milling Company v. Anchor Line.* April 22, 1908. Refund of \$1.20 on carload of flour from Elysian, Minn., to Baltimore, Md., on account of excessive rate.

1965. *Star & Crescent Milling Company v. Anchor Line.* April 22, 1908. Refund of \$1.27 on carload of flour from Chicago, Ill., to Camden, N. J., on account of excessive rate.

1966. *Willmar Milling Company v. Anchor Line.* April 22, 1908. Refund of \$1.29 on carload of flour from Willmar, Minn., to Butler, Pa., on account of excessive rate.

1967. *George Tileston Milling Company v. Anchor Line.* April 22, 1908. Refund of \$1.20 on carload of flour from St. Cloud, Minn., to Haverhill, Mass., on account of excessive rate.

1976. *Chicago Lumber & Coal Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* May 4, 1908. Refund of \$9.70 on carload of lumber from Couderay, Wis., to East Moline, Ill., on account of misrouting by carrier's agent.

1980. *Robert S. Wilson v. Chicago, Rock Island & Pacific Railway Company.* May 6, 1908. Refund of \$5.97 on carload of shingles from Burlington, Wash., to Hodgenville, Ky., on account of misrouting by carrier's agent.

1982. *Pine Tree Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* April 27, 1908. Refund of \$5.41 on carload of lumber from Winona, La., to Beason, Ill., on account of misrouting by carrier's agent.

1983. *Simon Brothers v. Chicago, Rock Island & Pacific Railway Company.* May 6, 1908. Refund of \$5.80 on carload of showcases and lumber from Grand Rapids, Mich., to Bronson, Tex., on account of misrouting by carrier's agent.

1984. *Dodds Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* April 27, 1908. Refund of \$10.08 on carload of lumber from Griffithsville, Ark., to Norwalk, Iowa, on account of misrouting by carrier's agent.

1987. *C. A. Price Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* May 7, 1908. Refund of \$45.89 on carload of lumber from Conant, Ark., to Sedgewick, Kans., on account of misrouting by carrier's agent.

1994. *South Canon Coal Company v. Colorado & Wyoming Railway Company et al.* April 30, 1908. Refund of \$33 on carload of coal from Walsenburg, Colo., to Guernsey, Wyo., on account of excessive rate.

1996. *W. A. Tully Grain Company v. Missouri, Kansas & Texas Railway Company.* May 1, 1908. Refund of \$27.36 on 4 carloads of snapped corn from Coweta, Okla., to Weimar and Columbus, Tex., on account of excessive rate.

2027. *American Can Company v. Illinois Central Railroad Company.* April 30, 1908. Refund of \$5 on shipment of tin cans from Maywood, Ill., to New Orleans, La., on account of misrouting by carrier's agent.

2029. *C. D. Amos v. Santa Fe, Prescott & Phoenix Railway Company.* May 12, 1908. Refund of \$10.08 on shipment of horses and burros from Phoenix, Ariz., to Ash Fork, Ariz., on account of carrier using larger car than ordered.

2031. *Central Broom Company v. Missouri Pacific Railway Company.* May 6, 1908. Refund of \$1.21 on shipment of brooms from Jefferson City, Mo., to New Hampton, Iowa, on account of misrouting by carrier's agent.

2033. *William E. Uptegrove & Brother v. New Orleans & Northeastern Railway Company.* May 4, 1908. Refund of \$11.58 on carload of lumber from Natchez, Miss., to New York, N. Y., on account of misrouting by carrier's agent.

2040. *Lesser Goldman Cotton Company v. Missouri Pacific Railway Company.* May 5, 1908. Refund of \$10.27 on shipment of cotton from Van Buren, Ark., to Fall River, Mass., on account of misrouting by carrier's agent.

2041. *Arkansas Brick Manufacturing Company v. Missouri Pacific Railway Company.* May 1, 1908. Refund of \$38.60 on 3 carloads of cement from Hannibal, Mo., to Little Rock, Ark., on account of oversight in publishing tariff.

2047. *Acme Milling Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.* May 11, 1908. Refund of \$122.50 on shipments of flour from Indianapolis, Ind., to Louisville, Ky., on account of excessive rate.

2048. *Acme Milling Company v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.* May 7, 1908. Refund of \$8.08 on 2 carloads of flour from Indianapolis, Ind., to Middlesboro, Ky., on account of error in publishing rates.

2058. *Central Broom Company v. Missouri Pacific Railway Company.* April 30, 1908. Refund of 69 cents on shipment of brooms from Jefferson City, Mo., to Wibaux, Mont., on account of misrouting by carrier's agent.

2090. *Western Chemical Manufacturing Company v. Denver & Rio Grande Railroad Company et al.* June 2, 1908. Refund of \$46.20 on carload of ammoniacal liquor from Salt Lake City, Utah, to Denver, Colo., on account of excessive minimum carload weight.

2112. *Sunderland Brothers Company v. Chicago, Burlington & Quincy Railroad Company.* May 27, 1908. Refund of \$4.40 on carload of soft coal from East St. Louis, Ill., to Council Bluffs, Iowa, on account of excessive rate.

2123. *Barr Clay Company v. Atchison, Topeka & Santa Fe Railway Company.* May 23, 1908. Refund of \$53.50 on 8 carloads of brick from Streator, Ill., to Milwaukee, Wis., on account of excessive rate.

2155. *Federal Rolling Mill Company v. Delaware, Lackawanna & Western Railroad Company.* May 22, 1908. Refund of \$31.12 on carload of sand from Northumberland, Pa., to Elmira Heights, N. Y., on account of excessive rate.

2167. *Buxton-Smith Company v. El Paso & Southwestern Railroad Company.* May 5, 1908. Refund of 73 cents on shipment of tea from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2169. *Buxton-Smith Company v. El Paso & Southwestern Railroad Company.* May 5, 1908. Refund of \$54.47 on shipment of potatoes and onions from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2172. *Dabovitch & Jovanovich v. El Paso & Southwestern Railroad Company.* May 6, 1908. Refund of \$0.62 on shipment of olive oil from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2173. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Railroad Company.* May 6, 1908. Refund of \$0.85 on shipment of calico from Kansas City, Mo., to Douglas, Ariz., on account of excessive rate.

2181. *J. H. Hughes v. El Paso & Southwestern Railroad Company.* May 6, 1908. Refund of \$3.36 on shipment of skirt leather from Santa Clara, Cal., to Bisbee, Ariz., on account of excessive rate.

2184. *Rafaelovich & Brajovich v. El Paso & Southwestern Railroad Company.* May 5, 1908. Refund of \$2.28 on shipment of olive oil from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2186. *E. B. Mason & Company v. El Paso & Southwestern Railroad Company.* May 6, 1908. Refund of \$1.21 on shipment of leather from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2197. *Duluth Iron & Metal Company v. Northern Pacific Railway Company.* May 12, 1908. Refund of \$9.37 on carload of scrap iron from Duluth, Minn., to St. Louis, Mo., on account of misrouting by carrier's agent.

2198. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Railroad Company.* May 11, 1908. Refund of \$6.79 on shipment of candy from Kansas City, Mo., to Bisbee and Douglas, Ariz., on account of excessive rate.

2211. *Moctezuma Copper Company v. El Paso & Southwestern Railroad Company.* May 11, 1908. Refund of \$78 on shipment of rice from San Francisco, Cal., to Douglas, Ariz., on account of excessive rate.

2252. *Rafaelovich & Brajovich v. El Paso & Southwestern Railroad Company.* May 11, 1908. Refund of \$1.14 on shipment of tea from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2282. *Fisher & Hickey v. El Paso & Southwestern Railroad Company.* May 14, 1908. Refund of \$42 on shipment of potatoes and onions from Sacramento, Cal., to Bisbee, Ariz., on account of excessive rate.

2383. *W. W. Wheeler Lumber & Bridge Supply Company v. Chicago, Rock Island & Pacific Railway Company.* May 20, 1908. Refund of \$16.20 on carload of lumber from Hazen, Ark., to Napoleon, Mo., on account of misrouting by carrier's agent.

2395. *C. E. Healy & Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* May 18, 1908. Refund of \$29.93 on shipment of potatoes from Itasca, Minn., to Camp Point, Ill., on account of misrouting by carrier's agent.

2425. *E. H. Young v. Missouri, Kansas & Texas Railway Company.* May 22, 1908. Refund of \$36.40 on carload of cotton-seed meal from Purcell, Okla., to Galveston, Tex., on account of excessive rate.

2442. *J. H. Everett & Son v. Nashville, Chattanooga & St. Louis Railway Company.* May 21, 1908. Refund of \$52.80 on shipment of seed cane from Lewisburg, Tenn., to Atlanta, Ga., on account of excessive rate.

2443. *R. B. Whiteside v. Northern Pacific Railway Company.* May 20, 1908. Refund of \$20.36 on carload of oats from Duluth, Minn., to Park Falls, Wis., on account of excessive minimum carload weight.

2461. *J. A. Gallant v. Louisville & Nashville Railroad Company.* May 20, 1908. Refund of \$15.95 on shipment of sugar from New Orleans, La., to Tumlin Gap, Ala., on account of excessive rate.

2490. *Hamm Brewing Company v. Minneapolis & St. Louis Railroad Company.* May 23, 1908. Refund of \$24.20 on 3 shipments of beer from St. Paul, Minn., to Watertown, S. Dak., on account of excessive minimum carload weight.

2491. *Hamm Brewing Company v. Minneapolis & St. Louis Railroad Company.* May 25, 1908. Refund of \$18.33 on 6 shipments of beer from St. Paul, Minn., to Oskaloosa, Iowa, on account of excessive rate.

2569. *T. F. Schmucker v. Cleveland, Cincinnati, Chicago & St. Louis Railway Company.* May 27, 1908. Refund of \$36.02 on shipment of household goods from El Paso, Tex., to Denver, Colo., on account of excessive rate.

2585. *Merrill & Company v. Alabama & Vicksburg Railway Company.* June 1, 1908. Refund of \$34.58 on carload of lumber from Lake, Miss., to Lincoln Center, Kans., on account of misrouting by carrier's agent.

2648. *L. Starks Company v. Missouri, Kansas & Texas Railway Company.* June 3, 1908. Refund of \$18 on carload of potatoes from Wild Rose, Wis., to Muskogee, Okla., on account of excessive rate.

FROM JUNE 4, 1908, TO DECEMBER 1, 1908.

622. *Cook Brothers Grain Company v. Muscatine, North & South Railway Company.* July 14, 1908. Refund of \$203.90 on 6 carloads of oats from Wapello, Iowa, to Kansas City, Mo., on account of excessive rate.

747. *Hubbard Milling Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* September 6, 1908. Refund of \$40 on shipment of flour from Mankato, Minn., to Manchester, N. H., on account of misrouting.

759. *Arkenosha Spoke Company v. Louisiana & Arkansas Railway Company.* July 2, 1908. Refund of \$615.13 on shipments of logs, blocks, and bolts to Hope, Ark., on account of excessive rate.

764. *Marbury & Speer Lumber Company v. Central of Georgia Railway Company.* June 9, 1908. Refund of \$9.60 on shipment of lumber from Coffee Springs, Ala., to Michigan City, Ind., on account of excessive rate.

818. *J. W. Moor v. Pecos Valley Lines.* June 19, 1908. Refund of \$229.96 on shipment of cattle from Plainview, Tex., to Rosalia, Kans., on account of excessive rate.

821. *Dresdon Cotton Mills v. Seaboard Air Line Railway.* August 14, 1908. Order entered authorizing waiving of collection of \$1,848.75 on shipment of brick from Columbia, S. C., to Lumberton, N. C., on account of excessive rate.

824. *Henry Maley Company v. Pennsylvania Company.* July 2, 1908. Refund of \$14.58 on shipments of lumber from Edinburg, Ind., to Philadelphia, Pa., on account of excessive rate.

906. *United Verde & Pacific Railway Company v. Atchison, Topeka & Santa Fe Railway Company.* July 17, 1908. Refund of \$1,109.34 on shipment of locomotive and tender from Philadelphia, Pa., to Jerome Junction, Ariz., on account of excessive rate.

952. *Railway Supply & Manufacturing Company v. Missouri, Kansas & Texas Railway Company.* June 23, 1908. Refund of \$2.41 on shipment of cotton waste from Brighton, Ohio, to Galveston, Tex., on account of excessive rate.

953. *E. Reinhart & Company v. Southern Pacific Company.* March 16, 1908. Refund of \$54.50 on shipment of lumber from Loyalton, Cal., to Golconda, Nev., on account of excessive rate.

960. *F. G. Tracy (W. L. Muggeridge) v. Eastern Railway of New Mexico.* November 20, 1908. Refund of \$168.30 on shipment of gin machinery from Barstow, Tex., to Loving, N. Mex., on account of excessive rate.

965. *Imperial Elevator Company v. Minneapolis & St. Louis Railroad Company.* May 6, 1908. Refund of \$6 on shipments of lumber from Floodwood and Cass Lake, Minn., to Crandall, Croker, and Stratford, S. Dak., on account of excessive rate.

976. *J. P. Williams Company v. Louisville & Nashville Railroad Company.* June 6, 1908. Refund of \$146.58 on 3 carloads of rosin from Deatsville, Ala., to Pensacola, Fla., on account of excessive rate.

1012. *L. Starks Company v. Missouri, Kansas & Texas Railway Company.* August 28, 1908. Refund of \$18 on carload of potatoes from Colfax, Wis., to Muskogee, Okla., on account of excessive rate.

1050. *Pennsylvania Railroad Agent at Tacony, Pa., v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 24, 1908. Refund of \$10.65 on carload of lumber from Hayward, Wis., to Tacony, Pa., on account of error in billing by agent.

1062. *In the matter of relief of Agent of Missouri Pacific Railway Company at Holden, Mo.* March 9, 1908. Relief of agent of \$15.95 on ticket from Holden, to Griffin, Mo., as difference between full fare and homeseekers' rate.

1065. *Hilgartner Marble Company v. Louisville & Nashville Railroad Company.* July 16, 1908. Refund of \$49.05 on 3 carloads of marble from Knoxville, Tenn., to Baltimore, Md., on account of excessive rate.

1077. *Wind River Lumber Company v. Oregon Railroad & Navigation Company.* August 18, 1908. Refund of \$105.93 on 2 carloads of lumber from Cascade Locks, Oreg., to Canyon City, Colo., on account of misrouting.

1084. *Towle Syrup Company v. Chicago Great Western Railway Company.* June 17, 1908. Refund of \$124.44 on carload of sirup from St. Paul, Minn., to La Grande, Oreg., on account of excessive rate.

1111. *Galveston Wharf Company v. Texas & New Orleans Railroad Company*. October 31, 1908. Refund of \$13.74 on carload of lumber from Lake Charles, La., to Galveston, Tex., on account of misrouting.
1120. *Cochran Cotton Mills v. Southern Railway Company*. October 17, 1908. Refund of \$32.16 on 32 shipments of cotton goods from Cochran, Ga., to various points in the east, on account of excessive rate.
1131. *St. Louis, Rocky Mt. & Pacific Company v. Atchison, Topcka & Santa Fe Railway Company*. May 18, 1908. Refund of \$3,257.89 on 26 carloads of coke from Silver City, N. Mex., to El Paso, Tex., on account of excessive rate.
1173. *Grand Junction Fruit Growers' Association v. Denver & Rio Grande Railroad Company*. June 27, 1908. Refund of \$48 on shipment of pears from Clifton, Colo., to New York, on account of excessive rate.
1211. *In the matter of relief of Agent of Pennsylvania Railroad Company*. July 2, 1908. Order authorizing Pennsylvania Railroad Company to waive collection of \$17.74 on carload of coke from Martin, Pa., to Irvington-on-Hudson, N. Y.
1222. *Pedcu Iron & Steel Company v. Missouri Pacific Railway Company*. June 30, 1908. Refund of \$66.18 on carload of pig lead from Joplin, Mo., to Houston, Tex., on account of excessive rate.
1224. *Chicago, St. Paul, Minneapolis & Omaha Railway Company v. Missouri Pacific Railway Company*. August 14, 1908. Refund of \$69.12 on shipment of staves from Dermott, Ark., to Mankato, Minn., on account of misrouting.
1231. *H. I. Ruth v. Missouri Pacific Railway Company*. June 25, 1908. Refund of \$24.70 on 2 carloads of lumber from Schultz, Ark., to Galesburg, Ill., on account of misrouting.
1244. *W. W. Herron Lumber Company v. Louisville & Nashville Railroad Company*. July 8, 1908. Refund of \$95.20 on carload of lumber from Poston, Ala., to Springfield, Mo., on account of misrouting.
1245. *Black Diamond Coal Company v. Illinois Central Railroad Company*. June 1, 1908. Refund of \$38.25 on carload of coal from Dawson Springs, Ky., to Kosciusko, Miss., on account of excessive rate.
1248. *Barnes & Mauk v. Chicago, Burlington & Quincy Railroad Company*. September 11, 1908. Refund of \$43.50 on carload of shingles from Wooley, Wash., to Menasha, Wis., on account of misrouting.
1254. *A. Brownstein & Company v. Southern Pacific Company*. July 6, 1908. Refund of \$41.80 on shipment of hides from Tucson and Yuma, Ariz., to Los Angeles, Cal., on account of excessive rate.
1264. *J. H. Teasdale Commission Company v. Wabash Railroad Company*. June 29, 1908. Refund of \$23.50 on carload of wheat from Darlington, Mo., to East St. Louis, Ill., on account of excessive minimum carload weight.
1265. *J. H. Teasdale Commission Company v. Wabash Railroad Company*. March 20, 1908. Refund of \$14.33 on carload of wheat from Clyde, Mo., to East St. Louis, Ill., on account of excessive minimum carload weight.
1274. *Brashan Seed Growers' Company v. Southern Pacific Company*. June 9, 1908. Refund of \$154.98 on carload of onions from Wellsville, Utah, to Coyote, Cal., on account of excessive rate.
1276. *Bilderback & Crane Company v. Southern Pacific Company*. July 7, 1908. Refund of \$6.77 on 2 shipments of carbonic acid gas from West Berkeley, Cal., to Portland, Oreg., on account of excessive rate.
1304. *Iola Portland Cement Company v. Missouri, Kansas & Texas Railway Company*. June 3, 1908. Refund of \$40.35 on shipment of cement from Iola, Kans., to Dalhart, Tex., on account of excessive rate.
1311. *G. H. Barnes Hardwood Lumber Company v. St. Louis Southwestern Railway Company*. September 24, 1908. Refund of \$12.91 on carload of hardwood lumber from Halliday, Ark., to Oelwein, Iowa, on account of misrouting.
1314. *Carnegie Steel Company v. Wheeling & Lake Erie Railroad Company*. March 11, 1908. Refund of \$13.93 on carload of sheet steel bars from Mingo Junction, Ohio, to Wheeling, W. Va., on account of excessive rate.
1315. *Idaho Placer Mining Company v. Oregon Short Line Railroad Company*. September 30, 1908. Refund of \$10.20 on carload of coal from North Kemmerer, Wyo., to Weiser, Idaho, on account of excessive rate.

1317. *California & Hawaiian Sugar Refining Company v. Southern Pacific Company.* June 27, 1908. Refund of \$67.64 on carload of sugar from Crockett, Cal., to Tucson, Ariz., on account of excessive rate.

1363. *H. A. Hillmer Company v. Illinois Central Railroad Company.* May 15, 1908. Refund of \$13.36 on shipment of oats from Wadham, Ill., to Memphis, Tenn., on account of excessive rate.

1378. *Kimball-Fowler Commission Company v. St. Louis & San Francisco Railroad Company.* April 28, 1908. Refund of \$26.36 on shipment of meal from Kansas City, Mo., to Helena, Ark., on account of excessive rate.

1390. *Columbia River Lumber Company (Falls City Lumber Company) v. Southern Pacific Company.* September 16, 1908. Refund of \$41.52 on carload of lumber from Falls City, Oreg., to Las Vegas, Nev., on account of misrouting.

1393. *Cudahy Packing Company v. Chicago, Burlington & Quincy Railroad Company.* July 28, 1908. Refund of \$1,112.68 on shipments of fresh meats, etc., to Denver, Pueblo, and Colorado Springs, Colo., on account of excessive rate.

1395. *United Verde & Pacific Railway Company v. Santa Fe, Prescott & Phoenix Railway Company.* July 17, 1908. Refund of \$1,369.72 on shipment of 2 locomotives from Philadelphia, Pa., to Jerome Junction, Ariz., on account of excessive rate.

1397. *In the Matter of Relief of Agent of Chicago, St. Paul, Minneapolis & Omaha Railway Company at Minneapolis, Minn.* July 2, 1908. Authorizes relief of agent for collecting under charge of \$7.35 on carload of flour from Minneapolis, Minn., to Antigo, Wis., on account of excessive rate.

1403. *Oregon Lumber Company v. Oregon Short Line Railroad Company.* August 6, 1908. Refund of \$113.98 on 7 carloads of lumber from Hood River, Oreg., to Ogden, Logan, and Salt Lake City, Utah, on account of excessive rate.

1431. *R. P. Pope v. Southern Railway Company.* April 24, 1908. Refund of \$19.84 on shipment of cotton pickings from Mobile, Ala., to Graham, N. C., on account of excessive rate.

1435. *O. P. Berry Company v. Boston & Maine Railroad.* June 9, 1908. Refund of \$197.66 on 16 carloads of poplar wood from points on Mountain Division of Maine Central Railroad to Wolfboro Falls, N. H., on account of excessive rate.

1436. *American Tobacco Company v. Durham & Southern Railway Company.* May 23, 1908. Refund of \$4.88 on carload of tobacco from Durham, N. C., to St. Louis, Mo., on account of excessive rate.

1449. *California & Hawaiian Sugar Refining Company v. Southern Pacific Company.* June 22, 1908. Refund of \$59.76 on shipment of sugar from Crockett, Cal., to Tucson, Ariz., on account of excessive rate.

1450. *A. Valk v. Oregon Railroad & Navigation Company.* June 6, 1908. Refund of \$70 on 2 carloads of sand from Sand Spur, Oreg., to Pullman, Wash., on account of excessive rate.

1452. *Fitch-Troxell Company v. Baltimore & Ohio Southwestern Railroad Company.* July 8, 1908. Refund of \$171.54 on 18 carloads of cinders from Louisville, Ky., to Charlestown, Ind., on account of excessive rate.

1454. *Black & Loomis Company v. Atchison, Topeka & Santa Fe Railway Company.* July 2, 1908. Refund of \$45.30 on 3 carloads of sand from Macuta, Iowa, to Stronghurst and Medina, Ill., on account of excessive minimum carload weight.

1462. *Frost-Trigg Lumber Company v. St. Louis Southwestern Railway Company.* October 2, 1908. Refund of \$13.70 on carload of lumber from Frostville, Ark., to St. Elmo, Ill., on account of misrouting.

1469. *Superior Manufacturing Company v. Great Northern Railway Company.* May 18, 1908. Refund of \$310.79 on 3 carloads of salt, lime, cement, and plaster from Superior, Wis., to Culbertson, Mont., on account of excessive rate.

1506. *American Sheet & Tin Plate Company v. Pennsylvania Railroad Company.* August 5, 1908. Refund of \$84.43 on shipments of black plate from Pittsburgh, Pa., to Albany, N. Y., on account of excessive rate.

1513. *American Sheet & Tin Plate Company v. Wheeling & Lake Erie Railroad Company.* June 9, 1908. Refund of \$42.64 on shipment of sheet steel from Dresden, Ohio, to Houston, Tex., on account of excessive rate.

1539. *Everett, Aughenbaugh & Company v. Iowa Central Railway Company.* June 6, 1908. Refund of \$40.18 on 2 carloads of flour from Waseca, Minn., to New Orleans, La., on account of misrouting.

1540. *Ehrmann Coal Company v. Indianapolis Southern Railroad Company.* July 7, 1908. Refund of \$127.85 on 3 carloads of coal from Dugger, Ind., to New Ulm, Minn., on account of excessive rate.

1561. *Bain Peanut Company v. Norfolk & Western Railway Company.* June 25, 1908. Refund of \$24.42 on 6 carloads of peanuts from Margarettsville and Lewiston, N. C., to Wakefield, Va., on account of excessive rate.

1568. *C. W. Robinson Lumber Company v. Gulf & Ship Island Railroad Company.* June 12, 1908. Refund of \$10.32 on carload of lumber from Harmonic, Miss., to Bloomington, Ill., on account of excessive rate.

1569. *Vensel Brothers v. Southern Railway Company.* August 28, 1908. Refund of \$8.54 on carload of lumber from South Clarksville, Va., to Allegheny, Pa., on account of excessive rate.

1570. *Forrest Lumber Company v. Southern Railway Company.* October 14, 1908. Refund of \$9.13 on carload of lumber from Soudan, Va., to Erie, Pa., on account of excessive rate.

1584. *Dickson Car Wheel Company v. Galveston, Harrisburg & San Antonio Railway Company.* July 3, 1908. Refund of \$759.55 on 7 carloads of car wheels from Houston to El Paso, Tex., on account of excessive rate.

1602. *Mason-Donaldson Lumber Company v. Chicago & Northwestern Railway Company.* September 25, 1908. Refund of \$74.06 on 4 carloads of lumber from Conover, Wis., to Merriam Park, Minn., on account of misrouting.

1610. *Racine-Sattley Company v. Union Pacific Railroad Company et al.* September 15, 1908. Refund of \$612 on shipment of vehicles from Racine, Wis., to Nampa, Idaho, on account of excessive rate.

1617. *Thomas Hughes v. Southern Pacific Company.* June 29, 1908. Refund of \$260.58 on 2 carloads of sugar from San Francisco to Laws, Cal., on account of excessive rate.

1619. *Pioneer Iron Company v. Marquette & Southeastern Railway Company.* June 13, 1908. Refund of \$76.62 on 3 carloads of formaldehyde from Marquette, Mich., to Chicago, Ill., on account of excessive rate.

1620. *George D. Roberts v. Boston & Maine Railroad.* October 7, 1908. Refund of \$47.02 on 4 carloads of coal from Portland, Me., to Cherry Mountain and Jefferson, N. H., on account of excessive rate.

1628. *Ely Coal & Lumber Company v. Oregon Railroad & Navigation Company.* July 16, 1908. Refund of \$93 on shipment of lumber from Glendale, Oreg., to Ely, Nev., on account of excessive rate.

1651. *J. L. Hassell & Company v. Atlantic Coast Line Railroad Company.* June 2, 1908. Refund of \$61.90 on shipments of peanuts from Williamston, N. C., to Norfolk, Va., on account of excessive rate.

1667. *Doran & Company v. Louisville & Nashville Railroad Company.* July 14, 1908. Refund of \$111.87 on shipment of cross ties from Wildie, Ky., to Cincinnati, Ohio, on account of excessive rate.

1670. *Southern Cypress Manufacturers' Association v. Morgan's Louisiana & Texas Railroad & Steamship Company.* June 27, 1908. Refund of \$9 on shipment of lumber from Bowie, La., to Pitcairn, Pa., on account of excessive rate.

1672. *Hilgartner Marble Company v. Louisville & Nashville Railroad Company.* August 3, 1908. Refund of \$21.10 on carload of marble shipped from Friendsville, Tenn., to Baltimore, Md., on account of excessive rate.

1689. *J. R. Saunders & Company v. Louisville & Nashville Railroad Company.* July 7, 1908. Refund of \$53.97 on carload of turpentine from Lakewood, Fla., to Nashville, Tenn., on account of excessive rate.

1705. *Advance Lumber Company v. Chesapeake & Ohio Railway Company.* May 15, 1908. Refund of \$92.62 on carload of oak lumber from Vaughan, W. Va., to Ashtabula Harbor, Ohio, on account of misrouting.

1712. *J. C. Grinnan v. Norfolk & Western Railway Company.* June 18, 1908. Refund of \$8 on carload of lime from Gibsonburg, Ohio, to Norfolk, Va., on account of excessive rate.

1719. *C. E. Riley v. Seaboard Air Line Railway.* September 11, 1908. Refund of \$65.22 on shipment of Egyptian cotton from Newport News, Va., to Bennettsville, S. C., and Lenoir, N. C., on account of excessive rate.

1725. *Hardman & Heck v. Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company*. June 13, 1908. Refund of \$11.10 on shipment of corn from Alpha, Ohio, to Canonsburg, Pa., on account of excessive rate.

1735. *Union Italian Colony of Fruit Growers v. Atlantic City Railroad Company*. June 10, 1908. Refund of \$267 on shipments of berries from Hammonton, N. J., to Boston, Mass., on account of excessive rate.

1741. *Shippers' Union et al. v. Atlantic City Railroad Company*. June 30, 1908. Refund of \$125.71 on shipments of berries from Hammonton, N. J., to Boston, Mass., on account of excessive rate.

1743. *H. L. Monfort & B. F. Turner v. Atlantic City Railroad Company*. June 30, 1908. Refund of \$173.62 on shipments of berries from Hammonton, N. J., to Boston, Mass., on account of excessive rate.

1744. *H. L. Monfort v. Atlantic City Railroad Company*. June 30, 1908. Refund of \$98.13 on shipments of berries from Hammonton, N. J., to Boston, Mass., on account of excessive rate.

1747. *In the Matter of Relief of Agent of Southern Kansas Railway of Texas, at White Deer, Tex.* (Wilson-Popham Cattle Co.) September 24, 1880. Refund of \$95 on 38 carloads of cattle from Pecos to White Deer, Tex., on account of excessive rate.

1752. *Webster Manufacturing Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company*. October 21, 1908. Refund of \$172.50 on 2 carloads of chairs from Superior, Wis., to Bellingham, Wash., on account of excessive rate.

1758. *Wisconsin Granite Company v. Wisconsin Central Railway Company*. June 1, 1908. Refund of \$93.10 on carload of crushed stone from Waupaca, Wis., to Peru, Ind., on account of excessive rate.

1772. *American Car & Foundry Company v. Chesapeake & Ohio Railway Company*. June 30, 1908. Refund of \$548.21 on 14 carloads of car wheels from Huntington, W. Va., to Jeffersonville, Ind., on account of excessive rate.

1785. *Western Chemical Manufacturing Company v. Colorado & Southern Railway Company et al.* June 3, 1908. Refund of \$113.28 on carload of ammoniacal liquor from Salt Lake, Utah, to Denver, Colo., on account of excessive carload minimum.

1789. *Portsmouth Cotton Oil Refining Corporation v. Seaboard Air Line Railway*. June 9, 1908. Refund of \$381.33 on 5 tanks of oil from Memphis, Tenn., to Portsmouth, Va., on account of excessive rate.

1794. *A. M. Ozburn, S. A., Lynchburg Foundry Company v. Norfolk & Western Railway Company*. May 28, 1908. Refund of \$28.85 on shipment of pipe from Lynchburg, Va., to Du Quoin, Ill., on account of excessive rate.

1800. *Northwestern Consolidated Milling Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company*. June 6, 1908. Refund of \$4.02 on 2 shipments of flour from Minneapolis, Minn., to Crown Point, Ind., on account of excessive rate.

1816. *De Loach Mill Manufacturing Company v. Nashville, Chattanooga & St. Louis Railway Company*. June 11, 1908. Refund of \$2,155.99 on shipment of factory material from Atlanta, Ga., to Bridgeport, Ala., on account of excessive rate.

1836. *Pecos Irrigation Company v. Eastern Railway of New Mexico*. September 21, 1908. Refund of \$43.56 on carload of bagging and ties from Barstow, Tex., to Loving, N. Mex., on account of excessive rate.

1837. *W. L. Muggeridge v. Eastern Railway of New Mexico*. November 20, 1908. Refund of \$168.30 on shipment of cotton gins from Barstow, Tex., to Loving, N. Mex., on account of excessive rate.

1840. *Pressey Produce Company v. Chicago, Rock Island & Pacific Railway Company*. April 14, 1908. See Docket No. 2879 covering this matter.

1847. *Deere & Company v. Chicago, Rock Island & Pacific Railway Company*. October 21, 1908. Refund of \$7.81 on shipment of agricultural implements from Moline, Ill., to Ames, Iowa, on account of excessive rate.

1859. *Spiers-Fish Brick Company v. New York, New Haven & Hartford Railroad Company*. June 1, 1908. Refund of \$32.50 on carload of brick from Suncook, N. H., to Foxboro, Mass., on account of excessive rate.

1860. *Spiers-Fish Company v. New York, New Haven & Hartford Railroad Company.* June 16, 1908. Refund of \$73.12 on carload of brick from Gonie, N. H., to Newport, R. I., on account of excessive rate.

1871. *Hayward Lumber Company v. Nacogdoches & Southeastern Railroad Company.* June 27, 1908. Refund of \$48.32 on shipment of lumber from Hayward, Tex., to Alva, Okla., on account of misrouting.

1874. *Leonard Crockery Company v. Pere Marquette Railroad Company.* June 10, 1908. Refund of \$9.68 on carload of broom corn from Liberal, Kans., to Milwaukee, Wis., on account of misrouting.

1883. *A. G. Fetter v. Philadelphia & Reading Railway Company.* June 6, 1908. Refund of \$26.03 on shipment of lumber from Shelly, Pa., to Hopewell, N. J., on account of excessive rate.

1885. *A. B. Nickey & Sons v. Chicago & Eastern Illinois Railroad Company.* June 9, 1908. Refund of \$27 on shipment of lumber from Princeton, Ind., to Moline, Ill., on account of misrouting.

1886. *Summers-Parrott Hardware Company v. Evansville & Terrehaute Railroad Company.* June 16, 1908. Refund of \$1.75 on shipment of agate ware from Terre Haute, Ind., to Johnson City, Tenn., on account of misrouting.

1887. *Hochschild-Ketter Company v. Chicago & Eastern Illinois Railroad Company.* June 16, 1908. Refund of \$1.91 on carload of empty bottles from Danville, Ill., to St. James, La., on account of misrouting.

1889. *Pine Tree Lumber Company v. St. Louis & San Francisco Railroad Company.* June 9, 1908. Refund of \$28.45 on carload of lumber from Winona, La., to Maquoketa, Iowa, on account of misrouting.

1895. *Lehigh Valley Railroad Company v. St. Louis & San Francisco Railroad Company.* July 3, 1908. Refund of \$9.80 on carload of flour from Buhler, Kans., to Newark, N. Y., on account of misrouting.

1901. *C. A. Stevenson Pig Iron & Coke Company v. St. Louis & San Francisco Railroad Company.* September 29, 1908. Refund of \$101.85 on carload of pig iron from Birmingham, Ala., to Mansfield, La., on account of misrouting.

1903. *Moline Plow Company v. St. Louis & San Francisco Railroad Company.* October 27, 1908. Refund of \$79.97 on 6 carloads of lumber from Pettigrew, Ark., to Stoughton, Wis., on account of misrouting.

1905. *W. W. Wheeler Lumber & Bridge Supply Company v. St. Louis & San Francisco Railroad Company.* May 18, 1908. Refund of \$1.95 on carload of poles from Clay Root, Mo., to Buckeye, Iowa, on account of misrouting.

1909. *Wabash Screen Door Company v. St. Louis & San Francisco Railroad Company.* June 6, 1908. Refund of \$36.77 on carload of washboards from Memphis, Tenn., to St. Paul, Minn., on account of misrouting.

1910. *Huie-Hodge Lumber Company v. St. Louis & San Francisco Railroad Company.* July 9, 1908. Refund of \$38.85 on carload of lumber from Hodge, La., to Kewanee, Ill., on account of misrouting.

1911. *American Car & Foundry Company v. St. Louis & San Francisco Railroad Company.* September 10, 1908. Refund of \$84.67 on carload of lumber from Haworth, Ind. T., to Norwood, Mo., on account of misrouting.

1921. *Curtis Brothers & Company v. Chicago, Rock Island & Pacific Railway Company.* June 2, 1908. Refund of \$31.65 on carload of doors from Clinton, Iowa, to Cleveland, Ohio, on account of misrouting.

1923. *Hays Pump and Planter Company v. Chicago, Rock Island & Pacific Railway Company.* June 2, 1908. Refund of \$30.81 on carload of agricultural implements from Galva, Ill., to Willow Springs, Mo., on account of misrouting.

1930. *American Cement Plaster Company v. Chicago, Rock Island & Pacific Railway Company.* June 4, 1908. Refund of \$57.20 on carload of cement plaster from Watonga, Okla., to Granite City, Ill., on account of misrouting.

1939. *Norton Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* March 24, 1908. Refund of \$4.40 on carload of lumber from Griffithville, Ark., to Gypsum City, Kans., on account of misrouting.

1940. *Sulphur Lumber and Timber Company v. Chicago, Rick Island & Pacific Railway Company.* June 29, 1908. Refund of \$5.10 on carload of lumber from Winnfield, La., to Bayard, Ohio, on account of misrouting.

1944. *Warren-Ehret Company v. Philadelphia & Reading Railway Company.* June 6, 1908. Refund of \$42.56 on shipment of slag from Leesport, Pa., to West End, N. J., on account of excessive rate.

1891. *Roman Nose Gypsum Company v. Chicago, Rock Island & Pacific Railway Company.* June 16, 1908. Refund of \$19.80 on carload of plaster from Bickford, Okla., to Paducah, Ky., on account of misrouting.

1982. *Pine Tree Lumber Company v. Chicago Rock Island & Pacific Railway Company.* April 27, 1908. Refund of \$5.41 on carload of lumber from Winona, La., to Beason, Ill., on account of misrouting.

1986. *E. Sondheimer Company v. Chicago, Rock Island & Pacific Railway Company.* April 24, 1908. Refund of \$15.10 on carload of lumber from Heth, Ark., to Lyons, Iowa, on account of misrouting.

2007. *Sears, Roebuck & Company v. Chicago, Rock Island & Pacific Railway Company.* July 2, 1908. Refund of \$0.84 on shipment of 1 cream separator from Waterloo, Iowa, to Hudson, Wis., on account of excessive rate.

2010. *Hill Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* September 22, 1908. Refund of \$5.52 on carload of shingles from Elma, Wash., to Rockport, Ind., on account of misrouting.

2011. *Advance Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* May 27, 1908. Refund of \$12.27 on carload of lumber from Edmondson, Ark., to Lawrenceburg, Ind., on account of misrouting.

2013. *Agent of Louisville & Nashville Railroad Company at Mineral Bluffs, Ga., v. Chicago, Rock Island & Pacific Railway Company.* July 2, 1908. Refund of \$111.30 on carload of hides from Hot Springs, Ark., to Mineral Bluffs, Ga., on account of misrouting.

2014. *South Arkansas Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 16, 1908. Refund of \$75.20 on carload of lumber from Jonesboro, Ark., to Loveland, Colo., on account of excessive rate.

2016. *C. Dubinsky v. Chicago, Rock Island & Pacific Railway Company.* June 9, 1908. Refund of \$28.63 on carload of scrap iron from Northwood, Iowa, to Milwaukee, Wis., on account of misrouting.

2019. *Montana Hardware Company v. Great Northern Railway Company.* September 21, 1908. Refund of \$314.32 on carload of blacksmith's forges from Chicago Heights, Ill., to Butte, Mont., on account of excessive rate.

2022. *Peter Kuntz v. Mobile & Ohio Railroad Company.* May 4, 1908. Refund of \$9.60 on shipment of lumber from Wiggins, Miss., to New Castle, Ind., on account of excessive rate.

2049. *Virginia Railway Company v. Norfolk & Western Railway Company.* July 2, 1908. Refund of \$95.92 on shipment of locomotive from Philadelphia, Pa., to Brookneal, Va., on account of excessive rate.

2052. *American Cement Plaster Company v. Chicago, Rock Island & Pacific Railway Company.* October 12, 1908. Refund of \$129.25 on 3 carloads of cement plaster from Watonga, Okla., to Streator, Aurora and Joy, Ill., on account of misrouting.

2053. *Shannahan & Company v. Chicago, Rock Island & Pacific Railway Company.* July 17, 1908. Refund of \$26.88 on carload of lumber from Hicksville, Ark., to Omaha, Nebr., on account of misrouting.

2054. *American Cement Plaster Company v. Chicago, Rock Island & Pacific Railway Company.* August 4, 1908. Refund of \$40.69 on carload of plaster from Watonga, Okla., to Aurora, Ill., on account of misrouting.

2064. *Central States Fuel Company v. Chicago, Rock Island & Pacific Railway Company.* August 28, 1908. Refund of \$32.34 on carload of coal from Benton, Ill., to Red Wing, Minn., on account of misrouting.

2068. *Southern Pine Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* September 9, 1908. Refund of \$8.15 on carload of lumber from Fordyce, Ark., to Valier, Ill., on account of misrouting.

2071. *Tiffany Enameled Brick Company v. Chicago, Rock Island & Pacific Railway Company.* May 23, 1908. Refund of \$38.23 on carload of brick from Momence, Ill., to Long Cliff, Ind., on account of misrouting.

2072. *Willard Case Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 4, 1908. Refund of \$30.68 on carload of lumber from Stineville, Ark., to Avon, Ill., on account of misrouting.

2074. *Proximity Manufacturing Company v. Norfolk & Western Railway Company.* June 1, 1908. Refund of \$101.96 on 5 carloads of brick from Buena Vista, Va., to Greensboro, N. C., on account of excessive rate.

2081. *Association of Licensed Automobile Manufacturers (C. W. Thompson) v. Missouri, Kansas & Texas Railway Company of Texas.* September 24, 1908. Refund of \$43.96 on shipment of buckboard from Chicago, Ill., to West, Tex., on account of excessive rate.

2083. *Seward Trunk & Bag Company v. Chicago, Rock Island & Pacific Railway Company.* May 14, 1908. Refund of \$3.60 on shipment of leather from Morris, Ill., to Petersburg, Va., on account of misrouting.

2085. *Boll-Goss Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* August 19, 1908. Refund of \$19.08 on carload of lumber from Dubach, La., to Thebes, Ill., on account of misrouting.

2087. *Uhrich Planing Mill Company v. Chicago, Rock Island & Pacific Railway Company.* August 10, 1908. Refund of \$6.00 on carload of lumber from Leavenworth to Atchison, Kans., on account of excessive rate.

2095. *Leonard Crockery Company v. Chicago, Rock Island & Pacific Railway Company.* Order entered and filed in No. 1874.

2097. *Magill Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* August 5, 1908. Refund of \$30.60 on 1 carload of oak lumber from Des Arc, Ark., to New Ulm, Minn., on account of misrouting.

2108. *Agent at Pulaski, Va., of Norfolk & Western Railway Company.* September 26, 1908. Refund of \$78.70 to Bertha Mineral Company on 2 carloads of zinc ashes from Philadelphia, Pa., to Pulaski, Va., on account of excessive rate.

2109. *Burnsville Grocery Company v. Norfolk & Western Railway Company.* June 2, 1908. Refund of \$56.64 on carload of canned tomatoes from Boones Mill, Va., to Burnsville, W. Va., on account of excessive rate.

2110. *Federal Lumber Company v. Norfolk & Western Railway Company.* May 15, 1908. Refund of \$17.37 on one carload of lumber from Bassett, Va., to Mountville, Pa., on account of excessive rate.

2111. *Detroit Salt Company v. Gulf, Colorado & Santa Fe Railway Company et al.* June 30, 1908. Refund of \$12.63 on carload of salt from Detroit, Mich., to Justin, Tex., on account of excessive rate.

2113. *Daukt Glass & Crockery Company v. Wabash Railroad Company.* May 21, 1908. Refund of \$4.25 on carload of lamp chimneys from Alexandria, Ind., to Toledo, Ohio, on account of excessive rate.

2114. *Eadie Building Supply Company v. Atchison, Topeka & Santa Fe Railway Company.* June 9, 1908. Refund of \$2.15 on carload of brick from Independence, Kans., to Kansas City, Mo., on account of excessive rate.

2131. *Archer, Daniels Linseed Company v. Chicago Great Western Railway.* July 8, 1908. Refund of \$47.76 on shipment of linseed oil from Minneapolis, Minn., to Chillicothe, Mo., on account of excessive rate.

2135. *Ottumwa Bridge Company v. Chicago, Burlington & Quincy Railroad Company.* July 2, 1908. Refund of \$12.48 on shipments of bridge iron from Ottumwa, Iowa, to Knox and La Belle, Mont., on account of excessive rate.

2150. *Roehen-Cary Grain Company v. St. Joseph & Grand Island Railway Company.* June 25, 1908. Refund of \$4.93 on carload of corn from St. Joseph, Mo., to Troy, Kans., on account of excessive minimum carload weight.

2154. *Miller & Vidor Lumber Company v. Texas & New Orleans Railroad Company.* August 12, 1908. Refund of \$29.12 on shipment of lumber from Cushing, Tex., to Denver, Colo., on account of misrouting.

2159. *J. T. Carroll v. Northern Pacific Railway Company.* June 12, 1908. Refund of \$225.28 on 3 carloads of lumber from Coeur d'Alene City and Post Falls, Idaho, to Butte, Mont., on account of excessive rate.

2164. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Company.* June 9, 1908. Refund of \$2.34 on shipment of tea from San Francisco, Cal., to Douglas, Ariz., on account of excessive rate.

2166. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Company.* June 27, 1908. Refund of \$0.74 on one bale of calico from Kansas City, Mo., to Bisbee, Ariz., on account of excessive rate.

2168. *Buxton-Smith Company v. El Paso & Southwestern Company.* June 17, 1908. Refund of \$44.25 on shipment of potatoes and onions from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2180. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Company.* June 19, 1908. Refund of \$90.75 on shipments of wine from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2187. *M. J. Medigovich v. El Paso & Southwestern Company.* June 22, 1908. Refund of \$1.82 on shipment of oil and tea from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2184. *Rafaelovich and Brajovich v. El Paso & Southwestern Company.* May 5, 1908. Refund of \$2.28 on shipment of olive oil from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2186. *E. B. Mason & Company v. El Paso & Southwestern Company.* May 6, 1908. Refund of \$1.21 on shipment of leather from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2191. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Company.* July 8, 1908. Refund of \$50.08 on shipment of potatoes and onions from Stockton, Cal., to Douglas, Ariz., on account of excessive rate.

2199. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Company.* June 29, 1908. Refund of \$0.90 on shipment of candy from Chicago, Ill., to Bisbee, Ariz., on account of excessive rate.

2207. *A. B. Alpirt v. Chicago, Burlington & Quincy Railroad Company.* July 14, 1908. Refund of \$17.32 on carload of scrap iron from Colorado City, Colo., to Omaha, Nebr., on account of excessive rate.

2215. *E. D. Hamlin v. Iowa Central Railway Company.* June 19, 1908. Refund of \$42.85 on 2 carloads of corn from Martinsburg, Iowa, to Glenville, Minn., on account of excessive rate.

2220. *C. M. McKeen v. El Paso & Southwestern Company.* June 26, 1908. Refund of \$2.19 on shipment of tea and extract from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2222. *Murray & Nickell Manufacturing Company v. Chicago & Northwestern Railway Company.* October 6, 1908. Refund of \$197.12 on shipment of nuxvomica from New York to Clintonville, Ill., on account of excessive rate.

2224. *United States Leather Company v. Norfolk & Western Railway Company.* May 21, 1908. Refund of \$146.59 on shipment of leather from Narrows, Va., to Elizabeth, N. J., on account of excessive rate.

2227. *J. H. Magill Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* August 20, 1908. Refund of \$39.78 on carload of lumber from Lonoke, Ark., to Galesburg, Kans., on account of misrouting.

2228. *E. B. Mason & Company v. El Paso & Southwestern Company.* June 11, 1908. Refund of \$1.27 on shipment of leather from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2230. *J. A. Cranston Lumber Company v. Pennsylvania Railroad Company.* November 9, 1908. Refund of \$19.50 on shipment of lumber from Fredericksburg, Va., to Smyrna, Del., on account of excessive rate.

2233. *Henderson-Longton Company v. Southern Pacific Company.* July 23, 1908. Refund of \$36 on shipment of potatoes from Hafed, Nev., to Sacramento, Cal., on account of excessive rate.

2236. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Company.* June 11, 1908. Refund of \$49.44 on shipment of potatoes and onions from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2239. *John T. Williams & Son v. Norfolk & Western Railway Company.* June 25, 1908. Refund of \$25.45 on shipment of chloride of barium from Bristol, Tenn., to Indianapolis, Ind., on account of excessive rate.

2242. *Dawson Fuel Company v. El Paso & Southwestern Company.* June 19, 1908. Refund of \$5.81 on shipment of brick from Pueblo, Colo., to Dawson, N. Mex., on account of excessive rate.

2247. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Company.* June 8, 1908. Refund of \$201.02 on shipment of beans from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2248. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Company.* June 8, 1908. Refund of \$311.48 on 2 carloads of beans from San Francisco, Cal., to Bisbee, Ariz., on account of excessive rate.

2259. *Atlas Lumber and Shingle Company v. Chicago, Rock Island & Pacific Railway Company.* August 12, 1908. Refund of \$4.50 on carload of shingles and cleats from Mount Vernon, Wash., to Sullivan, Ind., on account of misrouting.

2260. *Sulphur Timber and Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 10, 1908. Refund of \$6.53 on carload of lumber from Winnfield, La., to Zanesville, Ohio, on account of misrouting.

2261. *Sulphur Timber and Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 16, 1908. Refund of \$5.61 on carload of lumber from Winnfield, La., to McLean, Ill., on account of misrouting.

2263. *Milne Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 16, 1908. Refund of \$22.23 on carload of lumber from Wheatley, Kans., to Belleville, Ill., on account of misrouting.

2266. *C. C. Mengel & Bro. Company v. Louisville & Nashville Railroad Company.* June 1, 1908. Refund of \$2,789.20 on shipments of mahogany logs from Pensacola, Fla., to Louisville, Ky., on account of excessive minimum carload weight.

2267. *Pine Tree Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 2, 1908. Refund of \$24.21 on carload of lumber from Winona, La., to Onawa, Iowa., on account of misrouting.

2269. *Harry E. Moore v. Chicago, Rock Island & Pacific Railway Company.* July 16, 1908. Refund of \$42.33 on carload of household goods from Watonga, Okla., to Seattle, Wash., on account of misrouting.

2270. *Lena Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 13, 1908. Refund of \$3.25 on carload of lumber from Benton, Ark., to Madison, Wis., on account of misrouting.

2274. *South Arkansas Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 23, 1908. Refund of \$6.55 on carload of lumber from Tannehill, La., to Macon, Ill., on account of misrouting.

2277. *American Hardwood Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* May 23, 1908. Refund of \$24.05 on carload of lumber from Benton, Ark., to Red Wing, Minn., on account of misrouting.

2287. *W. P. Fuller & Company v. Northern Pacific Railway Company.* October 28, 1908. Refund of \$60 on shipment of cement from Portland, Oreg., to North Yakima, Wash., on account of excessive rate.

2298. *Greenville Grain and Coal Company v. St. Louis Southwestern Railway of Texas.* June 5, 1908. Refund of \$39.65 on shipment of hay from Meade, Okla., to Mount Pleasant, Tex., on account of excessive rate.

2306. *Dibert, Stark & Brown Cypress Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* June 17, 1908. Refund of \$924.04 on 4 carloads of rails from Elsdon, Ill., to Donner, La., on account of excessive rate.

2312. *Shadbolt & Boyd Iron Company v. Missouri Pacific Railway Company.* July 8, 1908. Refund of \$2.15 on shipment of wagon material from Clarendon, Ark., to Pella, Iowa, on account of misrouting.

2319. *Sulphur Timber and Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 8, 1908. Refund of \$51.70 on carload of lumber from Winnfield, La., to Sun Prairie, Wis., on account of misrouting.

2321. *C. M. Haley v. Southern Railway Company.* September 22, 1908. Refund of \$49.29 on 3 carloads of lumber from Fort Mitchell and Keysville, Va., to Allegheny, Pa., on account of excessive rate.

2329. *Acme Kitchen Cabinet Company v. Southern Railway Company.* June 8, 1908. Refund of \$1 on shipment of kitchen cabinets from Chattanooga, Tenn., to Norfolk, Va., on account of excessive rate.

2331. *Acme Kitchen Cabinet Company v. Southern Railway Company.* June 13, 1908. Refund of \$0.66 on shipment of kitchen cabinets from Chattanooga, Tenn., to Tusculumbia, Ala., on account of excessive rate.

2332. *Dorchester Lumber Company v. Southern Railway Company.* June 10, 1908. Refund of \$3.08 on carload of lumber from Reevesville, S. C., to York, Pa., on account of misrouting.

2334. *Acme Kitchen Cabinet Company v. Southern Railway Company.* June 3, 1908. Refund of \$0.84 on shipment of kitchen cabinets from Chattanooga, Tenn., to Corinth, Miss., on account of excessive rate.

2341. *Deere & Mansur Company v. Chicago, Rock Island & Pacific Railway Company.* September 11, 1908. Refund of \$22.10 on carload of agricultural implements from Moline, Ill., to Monticello, Ind., on account of misrouting.

2344. *Capital Lumber Company v. Southern Railway Company.* May 18, 1908. Refund of \$78.88 on 2 carloads of lumber from Kennedy, Ala., to Indianapolis, Ind., on account of excessive rate.

2347. *Thompson & Tucker Lumber Company v. Texas & New Orleans Railroad Company.* June 25, 1908. Refund of \$13.66 on carload of lumber from Doucette, Tex., to Janesville, Wis., on account of misrouting.

2349. *Chicago & Alton Railroad Company v. St. Louis & San Francisco Railroad Company.* September 11, 1908. Refund of \$5.14 on 2 carloads of lumber from Sawyer, Mo., to Mexico, Mo., on account of misrouting.

2357. *Edgar Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 12, 1908. Refund of \$24.55 on carload of lumber from Corine, Ark., to Council Bluffs, Iowa, on account of misrouting.

2361. *M. W. Tippy & Company v. Chicago, Rock Island & Pacific Railway Company.* June 9, 1908. Refund of \$43.95 on carload of lumber from Ola, Ark., to Herrin, Ill., on account of misrouting.

2364. *J. H. Magill Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* July 10, 1908. Refund of \$2.28 on carload of lumber from Pinnacle, Ark., to Pawnee, Ill., on account of misrouting.

2365. *Pabst Brewing Company v. Chicago, Rock Island & Pacific Railway Company.* June 11, 1908. Refund of \$10.80 on carload of empty bottles from Tucumcari, N. Mex., to Milwaukee, Wis., on account of misrouting.

2375. *Atlantic Canning Company v. Chicago, Burlington & Quincy Railroad Company.* June 17, 1908. Refund of \$75.60 on carload of canned goods from Shenandoah, Iowa, to Chillicothe, Mo., on account of excessive rate.

2376. *Wisner & Company v. Chicago, Rock Island & Pacific Railway Company.* September 26, 1908. Refund of \$15.46 on three carloads of oats from Klemme, Mitchellville, and Newton, Iowa, to Memphis, Tenn., on account of misrouting.

2377. *Edgar Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* August 12, 1908. Refund of \$25.69 on carload of lumber from Cornie, Ark., to Abingdon, Ill., on account of misrouting.

2379. *Hammans, Lucas & Devore v. Chicago, Rock Island & Pacific Railway Company.* June 10, 1908. Refund of \$20.52 on carload of lumber from Hazen, Ark., to Brazil, Iowa, on account of misrouting.

2384. *Sulphur Timber and Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 9, 1908. Refund of \$10.44 on carload of lumber from Sulphur, La., to Michigan City, Ind., on account of misrouting.

2385. *Lacy-Gore Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 15, 1908. Refund of \$17.29 on carload of lumber from Pinnacle, Ark., to Harrisburg, Ill., on account of excessive rate.

2393. *Fordyce Lumber Company v. Chicago, Rock Island & Pacific Railway Company.* June 12, 1908. Refund of \$49.17 on carload of lumber from Fordyce, Ark., to Sun Prairie, Wis., on account of excessive rate.

2402. *Sanford & Treadway v. Southern Railway Company.* May 25, 1908. Refund of \$22.68 on carload of lumber from Clyde, N. C., to New York, on account of misrouting.

2403. *Mill Shoals Cooperage Company v. Baltimore & Ohio Southwestern Railroad Company.* July 31, 1908. Refund of \$10.96 on shipment of heading from Mill Shoals, Ill., to St. Louis, Mo., on account of excessive rate.

2410. *Acme Kitchen Cabinet Company v. Southern Railway Company.* June 2, 1908. Refund of \$1.81 on shipments of cabinets from Chattanooga, Tenn., to Roanoke, Va., on account of excessive rate.

2418. *Weston, Dodson & Company (Inc.) v. Pennsylvania Railroad Company.* June 22, 1908. Refund of \$15.68 on carload of coal from Kaska Williams Colliery, Pa., to Friends Asylum Siding, Pa., on account of excessive rate.

2422. *Lehigh Coal and Navigation Company v. Pennsylvania Railroad Company.* June 22, 1908. Refund of \$35.91 on 2 carloads of coal from Hauto, Pa., to Oxford Road, Pa., on account of excessive rate.

2423. *Chanute Zinc Company v. Missouri, Kansas & Texas Railway Company.* June 22, 1908. Refund of \$33.25 on carload of zinc ore from Aurora, Mo., to Chanute, Kans., on account of excessive rate.

2424. *E. H. Young v. Missouri, Kansas & Texas Railway Company.* August 15, 1908. Refund of \$104 on 3 carloads of cotton-seed meal from Purcell, Okla., to Galveston, Tex., on account of excessive rate.

2430. *Everett Pulp and Paper Company v. Northern Pacific Railway Company.* June 5, 1908. Refund of \$180 on 2 carloads of talc from Gouverneur, N. Y., to Everett, Wash., on account of excessive rate.

2451. *D. L. Marshall Milling Company v. Charleston & Western Carolina Railway Company.* October 14, 1908. Refund of \$36 on carload of cotton-seed meal from Augusta, Ga., to West Suffield, Conn., on account of misrouting.

2462. *St. Bernard Mining Company v. Louisville & Nashville Railroad Company.* July 2, 1908. Refund of \$42.99 on 3 carloads of coal from Earlington, Ky., to Birmingham, Ala., on account of excessive rate.

2465. *Culleoka Produce Company v. Louisville & Nashville Railroad Company.* June 5, 1908. Refund of \$46.42 on 3 carloads of corn from Pleasant Grove, Tenn., to Montgomery, Ala., on account of excessive rate.

2470. *Consolidated Naval Stores Company v. Southern Railway Company.* June 25, 1908. Refund of \$1,227.02 on shipments of rosin and turpentine from Kershaw, etc., S. C., to Savannah, Ga., on account of excessive rate.

2473. *Burton Grain Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* July 23, 1908. Refund of \$64.24 on carload of alfalfa hay from Broomfield, Colo., to Lafayette, La., on account of excessive rate.

2476. *Berry Bros. (Limited) v. Chicago & Northwestern Railway Company.* July 2, 1908. Refund of \$18.62 on shipment of wood alcohol from Ashland, Wis., to E. St. Louis, Ill., on account of excessive rate.

2484. *Brooks Scanlon Lumber Company v. Minneapolis & St. Louis Railroad Company.* June 4, 1908. Refund of \$361 on carload of lumber from Scanlon to Young America, Minn., on account of excessive rate.

2496. *G. P. Brummett v. Pecos & Northern Texas Railway Company.* August 31, 1908. Refund of \$84.48 on 15 carloads of cattle from River Stock Yards to Amarillo, Tex., on account of excessive rate.

2497. *W. R. Pickering Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* June 6, 1908. Refund of \$71.68 on shipment of lumber from Cravens, La., to Thurber Junction, Tex., on account of excessive rate.

2498. *W. R. Pickering Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* June 6, 1908. Refund of \$71.68 on shipment of lumber from Cravens, La., to Abilene, Tex., on account of excessive rate.

2502. *F. F. Jones & Company v. Southern Railway Company.* June 30, 1908. Refund of \$88.14 on 39 shipments of rosin and turpentine from Tillman, Pine-land, and Sallys, S. C., to Savannah, Ga., on account of excessive rate.

2506. *Swaffield Murphy Commission Company v. Louisiana Railway & Navigation Company.* October 30, 1908. Refund of \$24 on carload of cotton-seed meal from Oklahoma City, Okla., to New Orleans, La., on account of excessive rate.

2512. *Yost & Andes v. Vandalia Railroad Company.* September 24, 1908. Refund of \$2.28 on shipments of wire and nails from Crawfordsville, Ind., to Shelbyville, Ill., on account of misrouting.

2513. *Frank L. Fox v. Union Pacific Railroad Company.* August 17, 1908. Refund of \$46.62 on 7 carloads of hogs from Nebraska points to San Francisco, Cal., on account of excessive rate.

2514. *Boggs Broom Corn Company v. Chicago, Burlington & Quincy Railroad Company et al.* July 30, 1908. Refund of \$55.18 on shipment of broom corn from Lindsborg, Kans., to St. Louis, Mo., on account of excessive rate.

2525. *American Naval Stores Company v. Louisville & Nashville Railroad Company.* September 10, 1908. Refund of \$29.88 on carload of turpentine from Louisville, Ky., to South Bend, Ind., on account of misrouting.

2586. *Ennis-Brown Company v. Southern Pacific Company.* August 5, 1908. Refund of \$38.85 on shipment of potatoes from Clarks Station, Nev., to Sacramento, Cal., on account of excessive rate.

2611. *Northwestern Fuel Company v. Chicago, Burlington & Quincy Railroad Company.* June 18, 1908. Refund of \$22.62 on 3 carloads of hard coal from Chicago, Ill., to Broken Bow and Ansley, Nebr., on account of excessive rate.

2612. *Eastern Concrete Construction Company v. New York, New Haven & Hartford Railroad Company.* September 1, 1908. Refund of \$36.06 on 2 carloads of lumber from Auburn, R. I., to East Cambridge, Mass., on account of misrouting by carrier's agent.

2614. *Alphons Custodis Chimney Construction Company v. Denver & Rio Grande Railroad Company.* August 8, 1908. Refund of \$119.88 on shipments of brick from Los Angeles, Cal., to Bingham, Utah, on account of excessive rate.

2617. *New England Granite Works v. Lehigh Valley Railroad Company.* October 7, 1908. Refund of \$92.95 on shipment of granite from Westerly, R. I., to South Bethlehem, Pa., on account of excessive rate.

2624. *Pacific Music Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* June 6, 1908. Order entered authorizing settlement on charge of \$269.01, basis of rate of \$3 per 100 pounds, on shipment of piano plates from Springfield, Ohio, to Los Angeles, Cal.

2625. *Chicago & Alton Railroad Company v. Iowa Central Railway Company.* September 2, 1908. Refund of \$7.35 on carload of flour from New Prague, Minn., to Springfield, Ill., on account of misrouting.

2645. *Elk Mountain Cotton Mills Company v. Southern Railway Company et al.* June 20, 1908. Refund of \$1,457.60 on 21 carloads of bed spreads from Craggy, N. C., to New York, N. Y., on account of excessive rate.

2650. *Kansas City Packing Box Company v. Missouri, Kansas & Texas Railway Company.* June 6, 1908. Refund of \$67.60 on 8 carloads of lumber from Ambrose, Tex., to Kansas City, Mo., on account of excessive rate.

2653. *Blalock Fruit Company v. Oregon Railroad & Navigation Company.* June 6, 1908. Refund of \$30.17 on shipment of lime and sulphur solution from East Portland, Oreg., to Walla Walla, Wash., on account of excessive rate.

2654. *Burroughs Adding Machine Company v. United States Express Company.* September 2, 1908. Refund of \$24.57 on shipment of boxes of freight from Detroit, Mich., to Washington, D. C., on account of excessive rate.

2655. *Sheridan Coal Company v. Chicago, Burlington & Quincy Railroad Company.* June 4, 1908. Refund of \$97.20 on carload of blasting powder from Thebes, Ill., to Dietz, Wis., on account of excessive rate.

2660. *Adolph Grames v. Oregon Short Line Railroad Company.* June 17, 1908. Refund of \$128.60 on carload of hay from Nyssa, Oreg., to Hood River, Oreg., on account of excessive rate.

2662. *Humphreys Commission Company v. Denver & Rio Grande Railroad Company.* June 25, 1908. Refund of \$92.80 on 2 carloads of potatoes from Hermosa and Trimble, Colo., to Denver, Colo., on account of excessive rate.

2669. *Armour & Company v. Baltimore & Ohio Southwestern Railroad Company.* June 22, 1908. Refund of \$25 on shipment of wrapping paper from Brownstown, Ind., to Habana, Cuba, on account of excessive rate.

2670. *Rheinstrom Brothers v. Pittsburg, Cincinnati, Chicago & St. Louis Railway Company.* June 6, 1908. Refund of \$1.91 on shipment of preserves from Cincinnati, Ohio, to Green Bay, Wis., on account of excessive rate.

2671. *Copper Queen Consolidated Mining Company v. El Paso & Southwestern Company.* August 15, 1908. Refund of \$215.82 on shipment of ore from Silver City, N. Mex., to Douglas, Ariz., on account of excessive rate.

2673. *J. W. Carson & Company v. Chesapeake & Ohio Railway Company.* June 15, 1908. Refund of \$20.92 on 2 shipments of hogs from Mount Sterling, Ky., to Richmond, Va., on account of excessive minimum carload weight.

2676. *American Tobacco Company v. Atlantic Coast Line Railroad Company.* July 6, 1908. Refund of \$5.27 on 8 shipments of tobacco from Ahoskie, N. C., to Richmond, Va., on account of excessive rate.

2688. *Stanley Taylor v. Missouri, Kansas & Texas Railway Company.* September 29, 1908. Refund of \$54.10 on 2 carloads of calves from North Fort Worth, Tex., to Kansas City, Mo., on account of excessive rate.

2697. *Indiana Milling Company v. Illinois Central Railroad Company.* October 5, 1908. Refund of \$63.16 on shipment of corncocks from Evansville, Ind., to Terre Haute, Ind., on account of excessive rate.

2704. *Cache Valley Condensed Milk Company v. Oregon Short Line Railroad Company.* June 12, 1908. Refund of \$212.06 on 2 carloads of condensed milk from Logan, Utah, to Reno, Nev., on account of excessive rate.

2707. *A. H. Slocumb v. Atlantic Coast Line Railroad Company.* June 25, 1908. Refund of \$51.90 on carload of pine tar from Garland, N. C., to Hanover, Pa., on account of excessive rate.

2709. *O'Neill Brothers & Company v. Oregon Short Line Railroad Company.* June 9, 1908. Refund of \$175.15 on 10 carloads of potatoes from Rigby, Idaho, to Butte, Mont., on account of excessive rate.

2724. *Old Vincennes Distillery Company v. Vandalia Railroad Company.* July 23, 1908. Refund of \$96.88 on shipment of whisky, etc., from Terre Haute, Ind., to East St. Louis, Ill., on account of excessive rate.

2726. *Fort Worth Cotton Oil Company v. Gulf, Colorado & Santa Fe Railway Company et al.* September 10, 1908. Refund of \$94.09 on 3 carloads of seed from Maysville, Okla., to North Fort Worth, Tex., on account of excessive rate.

2731. *American Furniture Company v. Union Pacific Railroad Company et al.* July 3, 1908. Refund of \$26.31 on shipments of chairs from Chicago, Ill., to Denver, Colo., on account of excessive carload weight.

2732. *J. G. Peppard v. Missouri, Kansas & Texas Railway Company.* June 22, 1908. Refund of \$25.41 on shipment of millet seed from Burkburnett, Tex., to Kansas City, Mo., on account of excessive rate.

2736. *H. O. Roberts Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* June 17, 1908. Refund of \$17.56 on shipment of furnaces from Wellston, Ohio, to Minneapolis, Minn., on account of excessive rate.

2737. *Hutchinson-Kansas Salt Company v. Missouri Pacific Railway Company.* October 21, 1908. Refund of \$3 on carload of salt from Hutchinson, Kans., to Kansas City, Mo., on account of excessive rate.

2745. *Northern Iron Company v. Delaware & Hudson Company.* September 22, 1908. Refund of \$543.45 on shipments of pig iron from Port Henry, N. Y., to Burlington, N. J., on account of excessive rate.

2752. *Caliente Mercantile Company v. San Pedro, Los Angeles & Salt Lake Railroad Company.* June 16, 1908. Refund of \$34.50 on carload of potatoes from Provo, Utah, to Caliente, Nev., on account of excessive rate.

2756. *Honeyman Hardware Company v. Oregon Railroad & Navigation Company.* September 11, 1908. Refund of \$271.51 on carload of sad irons from Geneva, Ill., to Portland, Oreg., on account of excessive rate.

2757. *Preston-Parton Milling Company v. Oregon Railroad & Navigation Company.* June 17, 1908. Refund of \$21.90 on shipment of flour, bran, shorts, and barley from Waitsburg, Wash., to Wardner, Idaho, on account of excessive rate.

27161. *Kidd Brothers & Burgher Steel Wire Company v. Pittsburg & Lake Erie Railroad Company.* September 15, 1908. Refund of \$2.30 on 5 shipments of steel from Aliquippa, Pa., to Ithaca, N. Y., on account of misrouting.

2764. *Trinity River Lumber Company v. Gulf, Colorado & Santa Fe Railway Company.* August 5, 1908. Refund of \$33.17 on shipment of lumber from Beach, Tex., to Heyworth, Ill., on account of misrouting.

2765. *Pleasant Garden Manufacturing Company v. Southern Railway Company.* June 10, 1908. Refund of \$680.22 and collection of undercharge of \$183.87 waived on 7 carloads of chair stock from Pleasant Garden, N. C., to Gardner, Mass., and New Haven, Conn., on account of excessive rate.

2768. *A. Bushnell v. Missouri Pacific Railway Company.* June 22, 1908. Refund of \$49.20 on carload of lumber from Cheniere, La., to Tarkio, Mo., on account of misrouting.

2773. *American Tobacco Company v. Southern Railway Company.* June 17, 1908. Refund of \$83.01 on carload of lumber from Durham, N. C., to Danville, Va., on account of excessive rate.

2777. *H. J. Heinz Company v. New York, Chicago & St. Louis Railway Company.* June 22, 1908. Refund of \$35.45 on shipment of salt from Cleveland, Ohio, to Westfield, Wis., on account of excessive rate.

2778. *American Snuff Company v. Louisville & Nashville Railroad Company.* June 16, 1908. Refund of \$244.80 on 6 shipments of tobacco from Madisonville, Ky., to Clarksville, Tenn., on account of excessive rate.

2780. *Randolph Lumber Company v. Southern Railway Company.* June 16, 1908. Refund of \$17.58 on 2 carloads of lumber from Jennings, Va., to Buffalo, N. Y., on account of excessive minimum carload rate.

2783. *Pennsylvania Company v. Illinois Central Railroad Company.* July 6, 1908. Refund of \$3.89 on shipment of piece goods from McComb, Miss., to Cleveland, Ohio, on account of excessive rate.

2792. *Houma Lighting and Ice Manufacturing Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* August 5, 1908. Refund of \$49.63 on 5 carloads of coal from Echols, Luzerne, and McHenry, Ky., to Houma, La., on account of excessive rate.

2800. *W. P. Brown & Sons Lumber Company v. Louisville & Nashville Railroad Company.* June 18, 1908. Refund of \$46.80 on 8 carloads of lumber from Louisville, Ky., to Michigan points, on account of excessive rate.

2805. *Gilbert & Nichols Company v. Illinois Central Railroad Company.* August 7, 1908. Refund of \$8 on shipment of cotton-seed meal from Dyersburg, Tenn., to Fulton, N. Y., on account of misrouting.

2808. *Whaley & Rivers v. Atlantic Coast Line Railroad Company.* June 25, 1908. Refund of \$3.70 on shipment of cotton from Williamston, N. C., to Charleston, S. C., on account of excessive rate.

2827. *L. H. A. Schwartz & Company v. Boston & Maine Railroad et al.* October 10, 1908. Refund of \$65.92 on shipment of cotton from Boston, Mass., to Willimantic, Conn., on account of excessive rate.

2840. *Stockdale & Dietz Company v. Chicago, Rock Island & Pacific Railway Company.* June 25, 1908. Refund of \$3.05 on carload of corn from Wilton, Iowa, to Chicago, Ill., on account of excessive rate.

2842. *Mogg Coal Company v. Chicago, Rock Island & Pacific Railway Company.* July 22, 1908. Refund of \$91.77 on 3 carloads of coke from Evansville, Ind., to Chicago, Ill., on account of excessive rate.

2851. *Humphreys Commission Company v. Chicago, Rock Island & Pacific Railway Company.* October 3, 1908. Refund of \$532.80 on 8 carloads of bananas and cocoanuts from New Orleans, La., to Denver, Colo., on account of excessive rate.

2852. *Keystone Slag Company v. Philadelphia & Reading Railway Company.* September 29, 1908. Refund of \$35.49 on shipment of slag from Reading, Pa., to Montchanin, Del., on account of excessive rate.

2857. *H. B. King Commission Company v. Chicago, Rock Island & Pacific Railway Company.* July 31, 1908. Refund of \$206.10 on 3 carloads of bananas from New Orleans, La., to Pueblo, Colo., on account of excessive rate.

2858. *Donaldson & Howard Commission Company v. Chicago, Rock Island & Pacific Railway Company.* July 31, 1908. Refund of \$731.68 on 11 carloads of bananas from New Orleans, La., to Denver, Colo., on account of excessive rate.

2859. *Merchants' Freight Bureau v. Chicago, Rock Island & Pacific Railway Company.* June 30, 1908. Refund of \$95.70 on shipment of cotton seed from Lucien, Okla., to Little Rock, Ark., on account of excessive rate.

2860. *Woodruff-Kroy Company v. Chicago, Rock Island & Pacific Railway Company.* July 8, 1908. Refund of \$5.48 on 3 carloads of hoops from Omer, Mich., to Davenport, Iowa, on account of excessive rate.

2861. *Brown Commission Company v. Chicago, Rock Island & Pacific Railway Company.* August 28, 1908. Refund of \$62.70 on carload of bananas from New Orleans, La., to Colorado Springs, Colo., on account of excessive rate.

2862. *Ira J. Morse v. Chicago, Rock Island & Pacific Railway Company.* September 29, 1908. Refund of \$71.40 on carload of bananas from New Orleans, La., to Colorado Springs, Colo., on account of excessive rate.

2875. *Schwarzschild & Sulzberger Company v. Chicago, Rock Island & Pacific Railway Company.* July 9, 1908. Refund of \$131.15 on 6 carloads of fresh meats, etc., from Kansas City, Mo., to Colorado Springs and Pueblo, Colo., on account of excessive rates.

2879. *Pressy Produce Company v. Chicago, Rock Island & Pacific Railway Company.* July 31, 1908. Refund of \$63.89 on carload of bananas from New Orleans, La., to Pueblo, Colo., on account of excessive rate.

2881. *Liebhart Fruit Company v. Chicago, Rock Island & Pacific Railway Company.* September 12, 1908. Refund of \$283.50 on 12 shipments of bananas from New Orleans, La., to Denver, Colo., on account of excessive rate.

2885. *H. W. Bayliss & Son v. Chicago, Rock Island & Pacific Railway Company.* June 30, 1908. Refund of \$91.16 on 2 carloads of cotton linters from Guthrie, Okla., to Memphis, Tenn., on account of excessive rate.

2888. *Great Western Oil Company v. Colorado & Southern Railway Company.* June 27, 1908. Order entered authorizing the Colorado & Southern Railway Company to waive collection of undercharge of \$201.02, on account of excessive minimum carload weight, on tank car No. 2 from Paola, Kans., to Denver, Colo.

2897. *Tennessee Coal, Iron & Railroad Company v. St. Louis & San Francisco Railroad Company.* November 5, 1908. Refund of \$7.39 on carload of bar iron from Bessemer, Ala., to Madison, Ill., on account of excessive rate.

2900. *Swift & Company v. Chicago, Burlington & Quincy Railroad Company.* August 9, 1908. Refund of \$403.30 on 15 carloads of packing-house products from South Omaha, Nebr., to Denver, Colo., on account of excessive rate.

2902. *Coffeyville Vitrified Brick Company v. St. Louis & San Francisco Railroad Company.* August 8, 1908. Refund of \$22 on carload of brick from Cherryvale, Kans., to Weatherford, Okla., on account of excessive rate.

2905. *Union Springs Fertilizer Company v. Seaboard Air Line Railway.* October 27, 1908. Refund of \$1,207.27 on 41 carloads of kainit from Savannah, Ga., to Union Springs, Ala., on account of excessive rate.

2910. *Pennsylvania & Atlantic Supply Company v. Southern Railway Company.* September 16, 1908. Refund of \$20.40 on carload of ties from Fairfax, Va., to Eddystone, Pa., on account of excessive rate.

2911. *Bull Creek Sand and Gravel Company v. Central of Georgia Railway Company.* September 16, 1908. Refund of \$163.07 on shipment of gravel from Columbus, Ga., to Tallahassee, Fla., on account of excessive rate.

2912. *J. L. Smathers Company v. Southern Railway Company.* July 9, 1908. Refund of \$15 on carload of cotton-seed meal from Caruthersville, Mo., to Murphy, N. C., on account of excessive rate.

2922. *J. M. Paver Company v. St. Louis & San Francisco Railroad Company.* September 16, 1908. Refund of \$137.53 on 2 carloads of canned goods from Green Forest, Ark., to St. Louis, Mo., on account of excessive rate.

2924. *Hartzell Handle Company v. St. Louis & San Francisco Railroad Company.* August 6, 1908. Refund of \$130.60 on 8 carloads of handle material from Advance, Mo., to Memphis, Tenn., on account of excessive rate.

2925. *Springfield Wagon Company v. St. Louis & San Francisco Railroad Company.* October 14, 1908. Refund of \$22.54 on carload of wagon skeins and boxes from Carpenterville, Ill., to Springfield, Mo., on account of excessive rate.

2926. *Frank Samuel v. Pennsylvania Railroad Company.* July 2, 1908. Refund of \$32.21 on 2 shipments of scrap iron from Washington, D. C., to Principio, Md., on account of excessive rate.

2932. *F. W. Taylor & Company v. St. Louis & San Francisco Railroad Company.* September 22, 1908. Refund of \$35.20 on 3 carloads of hay from Kansas City, Mo., to Wappapello, Maulesby, and Zalma, Mo., on account of excessive rate.

2933. *Alaska Lumber Company v. Chicago, Burlington & Quincy Railroad Company.* October 5, 1908. Refund of \$146.77 on three shipments of shingles from Preston and Edgecomb, Wash., to Raton, N. Mex., on account of misrouting.

2941. *Union Meat Company v. Northern Pacific Railway Company.* July 6, 1908. Refund of \$190 on 19 carloads of fresh meats from Troutdale, Oreg., to Seattle and Tacoma, Wash., on account of excessive rate.

2950. *Colorado Milling and Elevator Company v. Colorado & Southern Railway Company et al.* July 28, 1908. Refund of \$123.32 on shipment of flour from Windsor, Colo., to Lafayette, La., on account of excessive rate.

2951. *Colorado Milling and Elevator Company v. Colorado & Southern Railway Company.* August 5, 1908. Refund of \$126.60 on carload of flour to Jeanerette, La., from Windsor, Colo., on account of excessive rate.

2960. *Pioneer Pole and Shaft Company v. Vicksburg, Shreveport & Pacific Railway Company.* August 14, 1908. Refund of \$3.17 on carload of hickory timber from Delhi, La., to Troy, Ohio, on account of misrouting.

2966. *Walla Walla Produce Company v. Northern Pacific Railway Company.* August 15, 1908. Refund of \$61.69 on shipment of oranges from Porterville, Cal., to Walla Walla, Wash., on account of excessive rate.

2969. *D. H. Anderson Company v. Northern Pacific Railway Company.* August 17, 1908. Refund of \$45.85 on carload of oranges and lemons from Whittier, Cal., to Spokane, Wash., on account of excessive rate.

2970. *Pacific Fruit and Produce Company v. Northern Pacific Railway Company.* July 6, 1908. Refund of \$35.25 on carload of oranges from Redlands, Cal., to North Yakima, Wash., on account of excessive rate.

2973. *Frederick Ludlam Company v. Central Railroad Company of New Jersey.* October 19, 1908. Refund of \$40 on shipment of fertilizer from Bayway, N. J., to Lisle, N. Y., on account of misrouting.

2974. *Rasher-Kingman-Herrin Company v. Northern Pacific Railway Company.* August 18, 1908. Refund of \$41.93 on carload of lemons from Whittier, Cal., to Spokane, Wash., on account of excessive rate.

2975. *Dickinson Fire and Pressed Brick Company v. Northern Pacific Railway Company.* November 9, 1908. Refund of \$42.85 on carload of fire brick and clay from Dickinson, N. Dak., to Minneapolis, Minn., on account of excessive rate.

2979. *Ardmore Oil and Milling Company v. Gulf, Colorado & Santa Fe Railway Company et al.* August 21, 1908. Refund of \$1,252.27 on 6 carloads of cotton-seed cake from Ardmore, Okla., to New Orleans, La., on account of excessive rate.

2990. *Chattanooga Sewer Pipe and Fire Brick Company v. Southern Railway Company.* September 29, 1908. Refund of \$24.75 on carload of sewer pipe from Chattanooga, Tenn., to Huntsville, Ala., on account of excessive rate.

2994. *Smith, Baker & Company v. Great Northern Railway Company et al.* September 10, 1908. Refund of \$201.56 on carload of tea from Yokohama, Japan, to Aberdeen, S. Dak., on account of excessive rate.

3001. *De Kreko Brothers v. Seaboard Air Line Railway.* September 22, 1908. Refund of \$35 on one camel from Raleigh, N. C., to New York, N. Y., on account of excessive rate.

3012. *Philadelphia and Reading Coal and Iron Company v. Southern Railway Company.* September 22, 1908. Refund of \$41.15 on 3 carloads of coal from St. Clair, Pa., to Nashville, Tenn., on account of misrouting.

3015. *M. Courtney v. Fort Smith & Western Railroad Company.* September 24, 1908. Refund of \$480.70 on 23 carloads of stock cattle from Cotulla, Tex., to Okemah, Okla., on account of excessive rate.

3023. *Frank Samuel v. Pennsylvania Railroad Company.* September 29, 1908. Refund of \$37.99 on 4 carloads of old steel rails from Tyrone, Pa., to Cumberland, Md., on account of excessive rate.

3024. *Star and Crescent Milling Company v. Anchor Line.* August 14, 1908. Refund of \$0.47 on shipment of flour from Chicago, Ill., to Chambersburg, Pa., on account of excessive weight.

3025. *H. Bradley Company v. Anchor Line.* August 14, 1908. Refund of \$1.40 on shipment of flour from La Crosse, Wis., to Providence, R. I., on account of excessive weight.

3026. *H. Bradley Company v. Anchor Line.* August 14, 1908. Refund of \$1.02 on shipment of flour from New Prague, Minn., to Newark, Del., on account of excessive weight.

3027. *H. Bradley Company v. Anchor Line.* August 14, 1908. Refund of \$1.40 on shipment of flour from La Crosse, Wis., to Providence, R. I., on account of excessive weight.

3028. *H. Bradley Company v. Anchor Line.* August 14, 1908. Refund of \$1.07 on shipment of flour from La Crosse, Wis., to Providence, R. I., on account of excessive weight.

3029. *Star and Crescent Milling Company v. Anchor Line.* August 14, 1908. Refund of \$1.07 on shipment of flour from Chicago, Ill., to Mahanoy City, Pa., on account of excessive weight.

3030. *Star and Crescent Milling Company v. Anchor Line.* August 14, 1908. Refund of \$0.50 on shipment of flour from Chicago, Ill., to Springfield, Mass., on account of excessive weight.

3031. *Star and Crescent Milling Company v. Anchor Line.* August 14, 1908. Refund of \$1.23 on shipment of flour from Chicago, Ill., to Bangor, Pa., on account of excessive weight.

3032. *Star and Crescent Milling Company v. Anchor Line.* August 14, 1908. Refund of \$0.37 on shipment of flour from Chicago, Ill., to Williamsport, Pa., on account of excessive weight.

3033. *Geo. Tileston Milling Company v. Anchor Line.* August 14, 1908. Refund of \$1.28 on shipment of flour from St. Cloud, Minn., to Lawrence, Mass., on account of excessive weight.

3034. *Gregory Bliss & Company v. Anchor Line.* August 14, 1908. Refund of \$1.14 on shipment of flour from Duluth, Minn., to Johnsonburg, Pa., on account of excessive weight.

3035. *Listman Mill Company v. Anchor Line.* August 14, 1908. Refund of \$1.04 on shipment of flour from La Crosse, Wis., to Scranton, Pa., on account of excessive weight.

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